

VIA EMAIL AND USPS

14 January 2013
Reference: 0173264

Barbara O'Toole
USEPA New England
5 Post Office Square
Suite 100 (OSRR07-2)
Boston, MA 02109-3912

Re: Request for Information
CERCLA Section 104
Leeds Metal Superfund Site, Leeds, Maine

Dear Ms. O'Toole:

On behalf of Maine Central Railroad (MEC), the "Respondent", Environmental Resources Management (ERM) has prepared this partial response to the Request for Information Pursuant to Section 104 of CERCLA for the Leeds Metal Superfund Site, Leeds, Maine dated 8 November 2012. This letter provides responses to the prioritized questions 5, 6 and 8, as requested by the United States Environmental Protection Agency (USEPA) in the letter dated 18 December 2012 to MEC. The remaining information to be provided in response to USEPA's request will be submitted by 11 February 2013.

MEC has completed its review of available documentation for historical property agreements and other information pertinent to questions 5, 6, and 8. Given that much of the information requested in questions 5, 6, and 8 is overlapping, ERM has prepared tabular summaries of the information requested. The attached tables provide all of the currently available information regarding historical lease or access agreements, operator information, and site use. Table 1 provides a summary of historical lease agreements, operating company information, and operations information, where available. Table 2 provides a summary of generators of waste that was potentially brought to or otherwise located at the Site. Table 3 provides a summary of last known contact information for former operators and lease holders identified in Table 1.

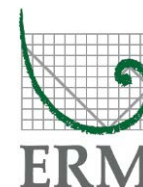


Table 4 provides a summary of employee information for the former operators and lease holders identified in Table 1, to the extent available.

Responses to individual questions are as follows:

5.a) Information regarding ownership of the property and adjacent properties, with the exception of the Respondent is provided in Table 1 and Table 3.

5.b) Operator information is provided in Table 1 and Table 3.

5.c) Where available, a narrative regarding owner/operator locational information is provided in Table 1. Table 1 also references any available plans showing operational boundaries.

5.d) Beginning and end dates for known operations at the Site are provided in Table 1.

5.e) Copies of lease agreements are provided in Appendix A through Appendix F to this letter.

5.f) A description of activities undertaken, if available, for each owner/operator is included in Table 1.

5.g) Available information regarding each operator's employees is provided in Table 4.

5.h) Where available, information regarding the disposal, treatment, storage, or recycling of wastes is provided in Table 1.

5.i) Where available, information regarding any wastes disposed, treated, stored, or recycled at the Site, as well as any hazardous substances that may have been released, is provided in Table 1.

6.a) Copies of available lease and access agreements are provided in Appendix A through Appendix F.

6.b) Lessor and lessee information is provided in Tables 1 and 2.

6.c) Beginning and end dates for known lease/access agreements at the Site are provided in Table 1.

6.d) Details, where available, regarding lease/access agreements are provided in Table 1. Copies of lease/access agreements are provided in Appendix A through Appendix F.

6.e) Copies of lease/access agreements are provided in Appendix A through Appendix F.

6.f) A description of activities undertaken, if available, under each lease/access agreement is included in Table 1.

6.g) Available information regarding each lessee's employees is provided in Table 4.

8.a) The Respondent's operations during the period being investigated consisted solely of transportation of freight along the active railroad track and spurs located on the eastern portion of the Site.

8.b) A description of the nature of operations, if available, for each owner/operator is included in Table 1.

8.c) Where available, information regarding any specific wastes brought to the Site for use, storage, placement, treatment, recycling, or disposal is provided in Table 1.

8.d) Based on the records search performed by the Respondent, no permits or licenses for the operation of the Site were found.

8.e) No Resource and Conservation Recovery Act (RCRA) identification numbers were found for this Site.

8.f) Based on the records search performed by the Respondent, very little documentation of Site operations is available. However, available information was summarized in Tables 1 and 2. Copies of source documents are provided in Appendix A through Appendix F.

8.g) Based on the records search performed by the Respondent, very little documentation of the type of material brought to or generated at the Site

is available. However, available information was summarized in Tables 1 and 2. Copies of source documents are provided in Appendix A through Appendix F.

8.h) Based on the records search performed by the Respondent, very little documentation of the properties of material brought to or generated at the Site is available. However, the limited available information was summarized in Tables 1 and 2. Copies of source documents are provided in Appendix A through Appendix F.

8.i) No information to document the quantity of each type of waste generated by year was available.

8.j) There is no available information to indicate that sewage or sewage sludge was brought to or generated at the Site.

8.k) Based on the records search performed by the Respondent, very little documentation regarding the specific handling of materials at the Site is available. However, the limited available information was summarized in Tables 1 and 2. Copies of source documents are provided in Appendix A through Appendix F.

8.l) Based on the records search performed by the Respondent, very little documentation regarding the specific handling of materials at the Site is available. However, the limited available information was summarized in Tables 1 and 2. Copies of source documents are provided in Appendix A through Appendix F.

8.m) Based on the records search performed by the Respondent, very little documentation regarding the specific containers handled at the Site is available. However, the limited available information was summarized in Tables 1 and 2. Copies of source documents are provided in Appendix A through Appendix F.

8.n) No information to document the quantity of each type of waste generated by each type of container was available.

8.o) Where available, information regarding specific entities and activities that brought wastes, scrap metal, automobiles, auto fluff, or other materials to the Site, is provided in Table 1 and Table 2. Employee

information is provided in Table 4. Copies of source documents and applicable plans are provided in Appendix A through Appendix F.

8.p) Where available, information regarding specific entities that sent wastes, scrap metal, automobiles, auto fluff, or other materials to the Site, is provided in Table 2, although specific information is very limited. Copies of source documents and applicable plans are provided in Appendix A through Appendix F.

8.q) No information to document the cost per quantity or other financial information regarding the storage/treatment/placement/disposal of wastes was available.

8.r) Available documents regarding Site operations are being compiled and will be provided with the remainder of the responses to EPA's request for information on 11 February 2013.

8.s) The Respondent does not have any information in its files regarding the manufacturing, recycling, recovery, or other industrial or chemical processes involved in Site operations.

8.t) The Respondent does not have any information in its files regarding prior legal actions against owners, lessees, tenants, or site operators.

8.u) Available documents regarding site history are being compiled and will be provided with the remainder of the responses to EPA's request for information on 11 February 2013.

ERM and MEC are working diligently to provide thorough, accurate, and complete responses to the remaining questions provided by USEPA. If any additional information regarding questions 5, 6, and 8 becomes available during that review, the additional information will be included in the forthcoming letter. We look forward to working with your office on this project going forward.

If you have any questions or comments regarding this letter, please feel free to contact either of the undersigned at 617-646-7800, or Mr. Dana Banks, Pan Am Railways, at 978-663-1218.

Respectfully submitted,



John C. Drobinski, P.G., LSP
Principal-in-Charge



Lyndsey Colburn, P.G.
Project Manager

cc: Dana Banks, Pan Am Railways, Environmental Director
Robert Burns, Pan Am Railways, Legal Counsel
Brian Beneski, MEDEP
Anni Loughlin, USEPA Remedial Project Manager
Maximilian Boal, USEPA Enforcement Counsel

Enclosures

- Table 1 - Chronological Summary of Potentially Responsible Parties
- Table 2 - Summary of Potential Generators
- Table 3 - Summary of Responsible Officials for Potential Generators
- Table 4 - Summary of Identified Employees of Potential Operators and Generators
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- Appendix A - Lease and Other Information Pertaining to Leeds Sand & Gravel
- Appendix B - Lease and Other Information Pertaining to Bancroft & Martin, Inc. (Maine Milling & Manufacturing)
- Appendix C - Lease and Other Information Pertaining to National Metal Convertors, Inc. & Michael Schiavone & Sons, Inc.
- Appendix D - Lease and Other Information Pertaining to Doran-Maine, Inc.
- Appendix E - Lease and Other Information Pertaining to Leeds Metals, Inc.
- Appendix F - Lease and Other Information Pertaining to William Morgan, III

Tables

Table 1 – Chronological Summary of Potentially Responsible Parties

Leeds Metal Site

Leeds, ME

| Starting Year | Ending Year | Company | Operations |
|--------------------------------------|-----------------------------------|---|---|
| August 10, 1955 | April 1, 1972 | <u>Leeds Sand & Gravel</u> (Blue Rock Sand & Gravel, Blue Rock Industries) | Land lease agreement. Occupied site beginning in August 1955. Leeds Sand & Gravel later became Blue Rock Sand & Gravel, which became Blue Rock Industries, Inc. Blue Rock acquired the rights to Leeds Sand & Gravel lease, later transferring those rights to The Flintkote Company . Held permits leases for portions of tracks No. 12 & 14, operation and maintenance of Industry owned portion of tracks Nos. 12, 14 and 16 and permit for 10 inch water and 18 inch drain pipes (May 20, 1955); and four agreements covering permit for overhead runway, conveyor and wires (September 20 1955), permit for flume over tracks and right of way (March 15, 1957), consent to [Socony]Mobil Oil Co. to operate over tracks Nos. 12, 14 and 16 (June 12, 1958), and lease of land for a boiler house, bins and platforms at Libby's Pit (May 20, 1960) |
| May 17, 1956 (1940s) | August 1978 (January 18, 1979) | <u>Bancroft & Martin, Inc.</u> (Bancroft and Martin Rolling Mills, Bancroft & Company) | Land lease (May 17, 1956 - Track 8), operated a pre-cast cement plant adjacent to Site, lease covers a portion of the Site. Occupies Site, under terms of a general lease, beginning in August, 1962. Had a construction and maintenance agreement for a track spur (Track No. 8) dating back to May, 1956. According to the deposition testimony of William Cox (former employee), it appears that Bancroft & Martin may have actually occupied the site as far back as the 1940s. Assigned its leasehold interest to Doran-Maine, Inc. , in August, 1978. May 17, 1956, enters into an agreement with MCRR concerning the construction and maintenance of a railroad sidetrack (No. 8) and trestle located at Libby's Pit. Bancroft & Martin used the sidetrack to receive shipments of dry cement mix and occasionally wire mesh used in the construction of concrete pipe. Concrete Pipe Plant. Officially transferred lease to Doran-Maine, Inc. on January 18, 1979, although Doran-Maine, Inc. took over Site and purchased B&M before then, in 1978. |
| June 12, 1958 (November 20, 1951) | April 1, 1972 | <u>Socony Mobil Oil Co.</u> (W. H. Hinman, Inc.) | Consent to operate over tracks Nos. 12, 14 and 16 from Leeds Sand & Gravel . Some correspondence about an agreement as early as 1951. |

Table 1 – Chronological Summary of Potentially Responsible Parties

Leeds Metal Site

Leeds, ME

| Starting Year | Ending Year | Company | Operations |
|--------------------|-------------------|--|---|
| May 8, 1961 | September 9, 1972 | <u>Blue Rock Industries</u> (Blue Rock Quarry, Blue Rock Sand and Gravel, Leeds Sand and Gravel) | <i>Leeds Sand & Gravel</i> later became Blue Rock Sand & Gravel, which became Blue Rock Industries, Inc. Blue Rock acquired the rights to Leeds Sand & Gravel lease, later transferring those rights to <i>The Flintkote Company</i> . Leased a sidetrack (12 & 14); located adjacent to the Site. 1988 spill report (A-523-88), approx. 20 cubic yards of diesel and gasoline contaminated soil was removed during a scheduled UST removal. The soil was stockpiled at the site of origin for asphalt batching. Operator/Crossing agreement (May 1965), Operator/Track Lease (September 1972). Acquired the rights to Leeds Sand & Gravel lease, later transferring those rights to <i>The Flintkote company</i> , a Massachusetts corporation based in White Plains, NY in April 1972. See comments for Leeds Sand & Gravel. |
| September 25, 1963 | | <u>Maine Milling & Manufacturing, Inc.</u> (Maine Milling, Inc.) | <i>Bancroft & Martin</i> gives permission to Maine Milling & Manufacturing Company to use the land, sidetrack (No. 8), and Trestle of Bancroft & Martin in Leeds. |
| May 17, 1965 | | <u>The Maine Concrete Pipe Corporation</u> | <u>Located adjacent to the Site</u> . Operated five USTs (regular gasoline, diesel fuel, #2 fuel oil, and #4 fuel oil). All tanks reportedly removed but only one tank removal date was listed, November 1996, date of other removals was not listed. (May 17, 1965 - Temporary Crossing) |
| February 17, 1969 | February 28, 1976 | <u>National Metal Convertors, Inc.</u> (Utilities Leasing Corp "Uleasco", Saco Steel, Co.) | 09/01/1970 - Sidetrack (350 ft of track 6), 04/27/1970 - Temporary crossing, 02/17/1969-Land lease. Funded by <i>Uleasco</i> , a solid waste management company, starting March 10, 1970. Acquired the assets, in a purportedly assets-only transfer, of Saco Steel Co., another Zaitlin-owned company. NMC had a general liability policy for at least a portion of the relevant time period through Employers' Liability Assurance Corp., Ltd. Occupied site beginning in February, 1969. Later assigned its lease to <i>Michael Schiavone & Sons, Inc.</i> , in February, 1976. Materials handled on-site: Scrap metal, auto shredding, batteries, tires, wheels, gas tanks, radiators. Metal shredding (scrap metal) operations. |
| April 1, 1972 | | <u>The Flintkote Company</u> | <i>Blue Rock Industries</i> acquired the rights to Leeds Sand & Gravel lease and later transferred those rights to The Flintkote company, a Massachusetts corporation based in White Plains, NY in April 1972. Private crossing and driveway at Libby's Pit and temporary crossing at Valuation Station 1584+30. |

Table 1 – Chronological Summary of Potentially Responsible Parties

Leeds Metal Site

Leeds, ME

| Starting Year | Ending Year | Company | Operations |
|--------------------------------------|-------------------------------------|---|---|
| February 28, 1976 | August 31, 1978 | <u>Michael Schiavone & Sons, Inc.</u> (The Schiavone Corporation) | February 28 th 1976 three-party agreement between MCRR, National Metal Converters, Inc. and Michael Schiavone & Sons, Inc, assigning three agreements between NMC and MCRR to MCRR and Michael Schiavone & Sons, Inc. Sidetrack (10-18-78 canceled), Temporary crossing (10-18-78 canceled). Purchased assets of National Metal Converters, Inc. February 1, 1976 lease for two parcels of land and permit to us a driveway at Libby's Pit, September 1, 1970 lease of 350 feet of track No. 6 and April 27, 1970 agreement permitting use of Temporary crossing over track No. 8. Ferrous processors and scrap dealer. |
| 1978/1979 | 1980s | <u>Lucas Salvage Company</u> | Operated on site from late 1970s to early 1980s. Letter from MCR to Philip Lucas, Jr about renting portions of Site on April 11, 1979. Mentions "tons of waste and scrap insulation cushions, etc., which Schiavone left behind...it would be Schiavone's responsibility to remove the material if it is on railroad land." |
| August 1, 1978 (January 17, 1989) | | <u>Doran-Maine, Inc</u> | 1979 - lease assigned by Bancroft and Martin retro to 1978, Sidetrack (No. 8) Maintenance /Operation Agreement (Land lease, no cancellation agreement), acquired cement plant from Bancroft & Martin . Materials handled on site: Dry cement mix and wire mesh. Bancroft & Martin assigned its leasehold interest to Doran-Maine, Inc., in August, 1978. Entered into its own lease with MCRR in August 1, 1982. On January 18, 1979, with the purchase of Bancroft & Martin's concrete pipe plant, MCRR, Bancroft & Martin and Doran-Maine, Inc. sign a three-party agreement which assigns the three agreements between B&M and MCRR to Doran-Maine, Inc. Concrete Pipe Plant. |
| February 15, 1980 | December 31, 1982 (August 18, 1983) | <u>Leeds Metals, Inc</u> | Acquired assets of Schiavone, Inc. Roger Blackstone claims relevant documents were destroyed in trailer on-site by vandals. Declared bankruptcy August 18, 1983. Leased the property in 1979 to 1982 from MCRR. Operated until the site was abandoned in 1982. Collected scrap metal and iron from International Paper Co., Boise Cascade, and local businesses. Scrap dealer, scrap metal recovery facility. Lease cancelled due to non-payment on December 31, 1982, but certificate of sale of the site was not until August 18, 1983. |
| May 4, 1984 | October 30, 1984 | <u>William Morgan, III</u> | Bought four (4) locomotives from MCRR, and rented 500 ft x 30 ft plot at Libby's Pit to dismantle the locomotives. Scrap dealer, disassembled locomotives. |

Table 2: Summary of Potential Generators

Leeds Metal Site

Leeds, ME

| Company Name | Relation to PRP |
|---------------------------------|--|
| The Terry Steam Turbine Co. | A small metal plate labeled "The Terry Steam Turbine Co., Hartford, Conn" was found during either of two 1998 (September 17th and December 1st) site reconnaissances. |
| Boston Disposal Corp | The remains of a truck cab labeled "Boston Disposal Corp" was found during either of two 1998 (September 17th and December 1st) site reconnaissances. |
| Boise Cascade (Boise Paper Co.) | Identified by Stephen Erb (Leeds Metal, Inc), provided scrap metal and iron to Leeds Metal, Inc. |
| Mead Paper | Successor to Boise Cascade |
| Sam Zaitlin & Sons | Identified by Stephen Erb (Leeds Metal, Inc.) |
| United Car Crushers | Identified by Stephen Erb (Leeds Metal, Inc.) |
| International Paper | Identified by Stephen Erb (Leeds Metal, Inc.), provided scrap metal and iron to Leeds Metal, Inc. |
| Luria Brothers | May 21, 1970: correspondence of Luria's interest in a "reduced 5-car, 250 ton rate from Leeds to Boston for a 25-car per week move commencing July 1, 1970. ...He will also have shipments to other destinations such as Montreal and has requested a 5-car rate..." To National Metals Convertors, Inc. |

Table 3: Summary of Responsible Officials for Potential Generators
Leeds Metal Site
Leeds, ME

| Name of Company | Responsible Officials | Last Known Address | Affiliates |
|---|---|--|--|
| National Metal Convertors, Inc | Harry Zaitlin (owner of Saco Steel Co. and principal of NMC), Harold Siagel (president of NMC), Leonard M. Nelson, Esq. (clerk of NMC), Donald J. Nelson (treasurer of NMC), Irving Zaitlin (vice-president of NMC; brother of Harry Zaitlin) | Bernstein, Shur, Sawyer & Nelson, 1 Middle St., Portland, Maine (Leonard Nelson); 16 Kensington Dr., Chagrin Falls, OH 44022 (Harold Siagel) | Saco Steel, Co. (predecessor to NMC), Utilities Leasing Corp (Uleasco), Earth Waste Systems, EWS (bought Saco Steel in 1997) |
| Utilities Leasing Corp (Uleasco) | J. Gerald McElroy (President), Vincent J. Cerniglia (President, Solid Waste Management Division) | 651 Allendale Road, King of Prussia, PA | |
| Lucas Salvage | Philip Lucas, Jr (Owner) | Winigs Merrill Rd., Readfield, ME 04355 | |
| Leeds Sand & Gravel | E.H. Wyman, Jr (VP), Leo Madden, J. O. Born (Chief Engineer) | Blue Rock Sand & Gravel, Blue Rock Industries, Maine Recycling Corp. | |
| Leeds Metals, Inc | Stephen Erb (President and sole stockholder) | c/o Roger A. Blackstone, Moranacook Road, RFD 1 Box 11800, Winthrop, Maine 04364 (207.377.6698); Rte. 106, No. Leeds, ME 04262 (Stephen Erb) | |
| Socony Mobil Oil | | | |
| Blue Rock Industries (Blue Rock Quarry, Blue Rock Sand and Gravel, Leeds Sand & Gravel) | Jack McGraff, R. W. Winslow (Treasurer), J.W. Wiggins (Chief Engineer) | 58 Main St., Westbrook, ME 04092 (R. W. Winslow) | |
| The Flintkote Company | | | |

Table 3: Summary of Responsible Officials for Potential Generators
Leeds Metal Site
Leeds, ME

| Name of Company | Responsible Officials | Last Known Address | Affiliates |
|---|--|--|--|
| Michael Schiavone & Sons, Inc (The Schiavone Corporation) | Edward J. Stanford (Agent), Joel Schiavone (President, Director and Secretary), John Phelps Clark (Schiavone & Sons), Edward F. Freund (Schiavone Realty and Development Corp.), Craig Schiavone (secured party to debtor who is Joel Schiavone) John Denezzo (secretary of Schiavone Realty and Development Corp and treasurer of Schiavone Management Company), Craig S. Schiavone (President of Schiavone Management Company and wife of Joel Schiavone), Harry Sedgwick (temporary manager, Corporate Development Manager) | 1032 Chapel St., New Haven, CT 06510 (Joel Schiavone); One Portland Sq., Portland, ME 04101, 207.774.4000 (Peter B. Webster, Esq. Verill & Dana LLP); 234 Universal Dr., North Haven, CT 06473 (Joel Schiavone) | Schiavone Realty and Development Corp (Merged), Schiavone & Sons (Merged). Schiavone Management Company, Metal Management, Inc (acquired Michael Schiavone & Sons, Inc in 1998), Lydall, Inc (Joel Schiavone listed as Director) |
| Maine Milling & Manufacturing, Inc (Maine Milling, Inc) | Bernadette A. Bolduc, Esq. (Clerk), B. Richard Tonoli (President), Barry Little-Gill (Treasurer), B. Richard Tonoli (Director), Barry Little-Gill (Director), Peter Bolduc (Director), Francis Lough (Director) | 40 Elm St, P.O. Box 356, Mechanic Falls, ME 04256 (Bernadette A. Bolduc); 741 Main St., Lewiston, ME, 04240 (B. Richard Tonoli and Barry Little-Gill) | |
| William Morgan, III | William Morgan, III | Address: RFD #1, Readfield, MA 04355 (1.207.685.4327) | |
| Bancroft & Martin, Inc. (Bancroft and Martin Rolling Mills) | John T. Barrows (VP) | 62 Waites Landing, Falmouth, ME 04105 | Bancroft & Company |
| Bancroft & Company | David E. Warren, Esq. Verrill & Dana, LLP (Clerk), Joan C. Sandberg (President), John T. Barrows (Treasurer), William E. Clark (Director), David B. Hawkes (Director) | One Portland Sq., P.O. Box 586, Portland, ME 04112-0586 (David E. Warren); 62 Waites Landing Road, Falmouth, ME 04105 (Joan C. Sandburg); 135 Summit Park Ave., Portland, ME 04103 (John T. Barrows); 176 Shadow Rock Dr., Sedona, Arizona 85336 (William E. Clark); 23 Babbidge Rd., Falmouth, ME 04105 (David B. Hawkes) | Bancroft & Martin, Inc |

Table 3: Summary of Responsible Officials for Potential Generators
 Leeds Metal Site
 Leeds, ME

| Name of Company | Responsible Officials | Last Known Address | Affiliates |
|------------------|---|--|---|
| Doran-Maine, Inc | Steven A. Doran (President), Richard I. Davies (VP and General Manager) | (Steven Doran) P.O. Box 464, North Conway, NH 03860; RT 106 RR 1, Box 2309, Leeds, ME, 04263 (Richard I. Davies) | Doran Environmental Services, Inc. (suspended on 4/10/1989) |

Table 4: Summary of Employee Information for Potential Generators/Operators
Leeds Metal Site
Leeds, ME

| Company | Employee Name | Residence | Job Title | Tenure |
|----------------------------------|---------------------|-----------------|------------------------------|-----------|
| Bancroft & Martin, Inc | Donald R. Sandberg | | | |
| | William Cox | | Superintendent | |
| | Burton Stevens | Monmouth, Maine | | |
| | Amos Hallowell | Leeds, Maine | | |
| | Mike Hallowell | Wales, Maine | | |
| | Elwin Mulherin | Leeds, Maine | | |
| | Raymond Burgess | Leeds, Maine | | |
| | Paul McManis | Leeds, Maine | | |
| | Joe Goyette | Turner, Maine | | |
| Leeds Metals, Inc | Leo Madden | | | |
| | Roger A. Blackstone | | | |
| Leeds Sand & Gravel | Leo Madden | | | |
| | R. H. Winslow | | | |
| National Metal Converters, Inc. | C. Lyman (1971) | | Sec. Foreman | 1971 |
| | Leo Madden | | Foreman | 1972-1975 |
| | Seldon Brown | | | |
| | Jeff Haggerty | | | |
| | Al Haggerty | | | |
| Utilities Leasing Corp (Uleasco) | Howard Michaels | | Director of Public Relations | |
| | Eli Karetny | | | |
| | Loretta Hannan | | | |
| Socony Mobil Oil Co., Inc. | John P. Scully | | Manager | 1955 |

Appendix A
Lease and Other Information
Pertaining to Leeds Sand &
Gravel

MAYO S. LEVENSON

ATTORNEY AND COUNSELLOR
AT LAW

ROBERT D. SCHWARZ

TELEPHONES
3-5396 - 3-9625

98 EXCHANGE STREET, PORTLAND 3, MAINE

May 17th, 1955.

Maine Central Railroad
222 St. John Street,
Portland, Maine

Attention Mr. John Scully, Real Estate Department:-

Dear Mr. Scully:

Re: W. H. Hinman, Inc.
Leeds, Maine

In accordance with your suggestion of this date, in our telephone conversation, I am requesting that the agreements between your Company and W. H. Hinman, Inc., concerning the sidings and appurtenances, located at Leeds, Maine, be transferred to a new Maine Corporation known as Leeds Sand and Gravel which will have its principal offices at Leeds, Maine.

Thanking you very much, I am

Very truly yours,

MAYO S. LEVENSON

By:

Robert D. Schwarz
Robert D. Schwarz.

RDS:mt

Leeds Sand and Gravel file

PORTLAND, May 20, 1955

SUBJECT: Libby's Pit - Drain Pipe

Mr. Scully:

Agreement dated Nov. 20, 1951 with W.H. Hinman, Inc.
in part covers a 12-inch iron drain pipe at V.S. 1503+89, Libby's
Pit. This pipe needs replacing and they desire to install a new
pipe of the same size 12 feet west or at V.S. 1503+77.

Prints showing in red location of pipe are enclosed
for agreement purposes, and your further handling.

Encls. (4)


J.W. Wiggins

MAYO S. LEVENSON
ATTORNEY AND COUNSELLOR
AT LAW

TELEPHONES
3-5396 - 3-9625

ROBERT D. SCHWARZ

98 EXCHANGE STREET, PORTLAND 3, MAINE

July 22, 1955

Maine Central Railroad Company
Portland-4, Maine

Att: J. P. Scully - Manager.

Gentlemen:-

RE: LEEDS SAND AND GRAVEL

Thank you for the three agreements covering maintenance and operation of portions of tracks nos. 12 and 14, operation and maintenance of 232 ft. of track No. 12; 242 ft. of track No. 14 and 233 ft. of track No. 16, and lease of two parcels of land at Libby's Pit for boiler house, bins and platforms, all effective May 20, 1955.

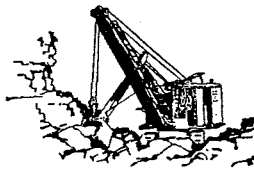
Very truly yours,

MAYO S. LEVENSON:

BY Robert D. Schwarz
Robert D. Schwarz, Esq. - *(Signature)*

RDS/bp

COREY, PRESIDENT



W. H. HINMAN, JR., VICE-PRESIDENT

W. H. HINMAN, INC.
CONTRACTORS
NORTH ANSON, MAINE

June 20, 1958

J. P. Scully, Manager
Industrial Real Estate and
Tax Department
Maine Central Railroad Company
Portland, Maine

Subject: Cumberland Mills)
Libby's Pit) Consents

Dear Sir:

We received from you to-day, for our files, the two agreements permitting our Company to allow Socony Mobil Oil Co., Inc. to use side tracks at Blue Rock Quarry at Cumberland Mills and Westbrook and track of Leeds Sand and Gravel at Libby's Pit, effective June 12, 1958.

Very truly yours,

W. H. HINMAN, INC.

RNH/js

By

A handwritten signature in cursive script, appearing to read "R. N. Holway", written over a horizontal line.

R. N. Holway

MAINE CENTRAL RAILROAD COMPANY
PORTLAND TERMINAL COMPANY

LAND AND BUILDING LEASE

AGREEMENT

MADE the 10th day of August, in the year nineteen hundred and fifty-five
in duplicate between the Maine Central Railroad Company, a corporation duly established by
law, party of the first part and Leeds Sand and Gravel, a Maine corporation with an
office at Leeds, Androscoggin County, Maine,

.....party of the second part.

WITNESSETH, that in consideration of the Covenants herein contained, on the part of the said party of the second part, to be kept and performed by it the said party of the first part hereby leases unto the said party of the second part land at Libby's Pit in said Leeds. Said land is situated northerly of and adjacent to a side track known as Track No. 6 and is 400 feet long easterly and westerly along the track or southerly side, 110 feet wide northerly and southerly at its west end and 35 feet wide at its easterly end. The northerly side line is a straight line connecting the northerly ends of the easterly and westerly side lines. The westerly side line extends southerly intersects the base line of location of the party of the first part at or near Valuation Station 1491+70, Valuation Section 5, Sheet 29 of Federal Valuation plans.

Said directions are true table directions.

Said land is located as shown outlined in red color on a plan hereto attached and made a part hereof.

1. To HAVE AND TO HOLD the said demised premises hereby leased unto the said party of the second part, from the 10th day of August, 1955, during the full term of five years thence next ensuing, unless sooner terminated as hereinafter provided.

It is hereby understood and agreed that the said party of the second part may erect buildings or other structures or maintain those already upon the demised premises for the purpose of its general business.

2. Said party of the second part hereby covenants and agrees to pay to the party of the first part as rent, the sum of sixty dollars (\$60.00) dollars yearly in equal annual payments, said payments to be made on the 10th day of August in every year during said term, and at that rate for such further time as the said party of the second part shall hold the said premises or any part thereof; the first annual payment to be made on the 10th day of August, 1955, and also to pay all taxes and assessments whatsoever which may be payable for, or in respect of any buildings or structures erected and/or maintained upon the said premises, or any part thereof by the party of the second part during said term, and for such further time as the said party of the second part or any person or persons claiming under it shall hold the said premises or any part thereof.

3. Said party of the second part shall not erect nor permit to be erected any building or structure, nor permit any material to be placed above the top of rail within five feet two inches (5'-2") of the nearest rail of any side-track on straight track, or plus one inch (1") for each degree of curve on curve, (except that platforms not exceeding four (4) feet in height above rail may be erected within three feet six inches (3'-6") of the nearest rail on straight track) nor permit anything to be placed over any sidetrack except under further and specific agreement therefor.

4. Said party of the second part covenants and agrees to take upon itself all risk of loss by fire and in the event any person claiming under it shall have, or make any claim upon the party of the first part for any damage to any ~~building~~ **building** any part of which is on said demised land, and/or to any property stored in or on said ~~building~~ **building** or on said demised land, from fire, however caused, and further covenants and agrees to indemnify the party of the first part and save it harmless from any claim that may arise or be made for death, injury, loss or damage, however caused, to the party of the second part or to its employees or property and/or to employees or property of the party of the first part and/or to other persons or their property on or in connection with said use and occupation of said demised land.

5. Said party of the second part further hereby covenants and agrees that it will allow no other parties to store merchandise in or on said demised property and that it will not lease or underlet the whole or any part of the said land or ~~building~~ **building** to any other party without written permission of said party of the first part.

6. Said ~~building~~ **building**, as a further condition, is to be well finished upon the outside, and well painted, the windows and doors tight and all kept in good order, and all rubbish and other combustible materials carefully removed and kept cleaned up around the ~~land~~ **land** and tracks, all to the satisfaction of the Chief Engineer of said party of the first part.

7. Said party of the second part in painting said building covenants and agrees to use the standard paint and colors in use by said party of the first part, and provided said building shall not be kept in repair and painted, and/or said rubbish and other combustible materials not be removed and kept cleared up around said ~~land~~ **land**, and tracks, to the satisfaction of said Chief Engineer, then it is expressly agreed that said party of the first part shall have the right to make such repairs, do such painting, and/or remove such rubbish and other combustible materials as may, in its judgment, be necessary, and said party of the second part covenants and agrees to pay to said party of the first part the cost incurred for making such repairs and doing such painting and/or clearing up and removing such rubbish and other combustible materials.

8. This agreement shall continue for the term of ~~five~~ **five** years from ~~August 10, 1955~~ **August 10, 1955** unless sooner terminated by either party giving to the other party sixty (60) days notice in writing of its desire to so terminate whereupon at the expiration of such notice this agreement will be terminated thereby.

9. Said party of the second part may remove said buildings from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof provided, however, that the party of the second part shall clean up the premises and leave same in a neat and orderly condition after such removal. Any such building not so removed during the term of this lease or during any extension thereof or within sixty (60) days after the termination of this lease shall become the property of the party of the first part.

10. PROVIDED ALWAYS, and these presents are upon the condition that if such rent, or any part thereof, shall at any time be in arrears or unpaid or if the party of the second part shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained and on its part to be performed and observed, or if the party of the second part shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case it shall be lawful for the party of the first part or any person or persons duly authorized by it in that behalf, without any formal notice or demand, to enter into and upon the said demised premises, or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the said party of the second part and those claiming under it, and remove its effects, (forcibly, if necessary), without being taken or deemed guilty of any manner of trespass, and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the party of the first part in respect to any antecedent property or any of the covenants by the said party of the second part hereinbefore contained, and that upon entry as aforesaid the said term shall cease and be ended.

11. It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective ~~heirs, assigns and successors~~ **heirs, assigns and successors** of the parties hereto.

12. This agreement is given subject to the terms and conditions of the pertinent mortgage indentures and supplements thereto placed upon said premises by the party of the first part and/or the terms and conditions of mortgage indentures and supplements thereto on said premises assumed by the party of the first part.

Signed and Sealed the day and year first above written. **MAINE CENTRAL RAILROAD COMPANY,**

Witness.....

By **Manager, Industrial, Real Estate and Tax Dept.**

Witness.....

LEADS SAND AND GRAVEL,

Witness.....

By

Witness.....

Brewster

1582+10 P.O. 1050

1584+00 Match Mark for Sheet No. 31

1584+30⁴ Temp. Crossing.

1586+40 Farm Crossing

Angle Brewster

S79:30W

1587+57

No. 1 124A± Curtis Corner →

1.24A±

No. 64E

4E

No. 7

1590

1583+00

N77°18'14"

Angle Brewster

Leeds, Maine.

Scale 1"=100' May 1970

Orin Co.

V-5

MAINE CENTRAL RAILROAD COMPANY

RENEWAL AGREEMENT

This agreement entered into the 15th day of April, 1963,
by and between MAINE CENTRAL RAILROAD COMPANY and Blue Rock Sand and Gravel, a Maine corporation with an office at Westbrook, Cumberland County, Maine.

WHEREAS, the parties hereto entered into an agreement in writing dated May 8, 1963, covering permission granted said Blue Rock Sand and Gravel to use a Private Crossing and Driveway on and over land and tracks of the Maine Central Railroad Company at Libby's Pit in the Town of Leeds, Androscoggin County, Maine,

the term of which expired on May 25, 1963, and which was renewed for an additional term of one year to expire May 25, 1963, and

WHEREAS, the parties desire to renew the aforesaid agreement for an additional term of one (1) year;

NOW, THEREFORE, it is mutually agreed between the parties hereto that the term of the aforesaid agreement is hereby extended from May 25, 1963, to May 25, 1964, unless sooner terminated by either party by written notice to the other party at least 30 days prior to the date of termination.

Signed and Sealed the day and year first above written.

WITNESS;

MAINE CENTRAL RAILROAD COMPANY

/s/ Robert A. Woodill

/s/ J. W. Wiggins (Corp. Seal)
Chief Engineer

WITNESS:

BLUE ROCK SAND AND GRAVEL

/s/ O. B. Jellerson

By /s/ E.H. Wyman, Jr., Vice Pres.
(Corp. Seal)

Form Approved: SWS

Execution Approved: SWS

MAINE CENTRAL RAILROAD COMPANY

TEMPORARY CROSSING

MEMORANDUM OF AGREEMENT

MADE the 13th day of May in the year nineteen hundred and sixty-four
in duplicate between the Maine Central Railroad Company, a corporation duly established by law, hereinafter
called the Licensor and Kino Rock Sand and Gravel, a Maine Corporation with an
office at Westbrook, Cumberland County, Maine.

hereinafter called the Licensee.

WITNESSETH that the said Licensor hereby grants to the Licensee permission to use a ~~temporary~~ crossing
and driveway over the railroad of said Licensor ~~at Libby's Pit in Leeds, Androscoggin County, Maine,~~

located as follows: Said crossing is over sidetracks known as Tracks Nos. 14
and 15, about 30 feet easterly of the switch of Track No. 16.

Said driveway is on the northerly side of the right of way
of the Licensor, extending easterly and northerly from the easterly side of
land leased by the Licensor to the Licensee, toward said crossing above
described.

Said directions are the best directions.

and driveway are

Said crossing is located as shown in red color on a plan hereto attached and made a part hereof.

Said crossing..... shall be installed and maintained by said Licensor at the expense of the Licensee, and said
driveway shall be maintained by the Licensee at its expense.

Said permission to continue for a period of one year from May 25, 1964 from ~~the~~
~~date of this agreement~~ unless either of said parties shall sooner fix the date for the termination thereof by a written
notice of thirty days prior to such date of termination to the other party hereto.

The Licensee hereby agrees that it will not use and that it will not allow any other person or persons to use
any crawler tractor over said crossing.

In consideration of such permission the Licensee hereby agrees to indemnify and hold harmless the Licensor from and against any and all loss, cost or expense, direct or indirect, arising out of or in any way referable to the existence and/or use of the crossing ~~and driveway~~ by the Licensee or those expressly or impliedly authorized by the Licensee, and whether such loss, cost or expense shall be suffered by reason of damage to property of the parties hereto or others or by reason of injury to, including death of ~~subordinate~~ any employee, agent or servant of the parties hereto, or any other person whomsoever, and regardless of negligence of the parties hereto or their employees, agents or servants.

It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, representatives and successors of the parties hereto.

Signed and Sealed the day and year first above written.

Witness:

MAINE CENTRAL RAILROAD COMPANY.

/s/ Robert A. Woodill

By /s/ C. D. Prentice (Seal)
Chief Engineer.

Witness:

BLUE ROCK SAND AND GRAVEL

/s/ Jeanette Tornsey

By /s/ E. H. Wyman, Jr. (Seal)
Vice President

Approved as to form SWS

Approved as to execution SWS

PLANT AT NORTH LEEDS
TELEPHONE: MONMOUTH 933-4458

BLUE ROCK SAND AND GRAVEL

58 MAIN STREET

TEL. ULSTER 4-2561

WESTBROOK, MAINE

May 25, 1965

Maine Central Railroad Company
222 St. John Street
Portland, Maine

Attention: R. A. Woodill
Real Estate Repr.

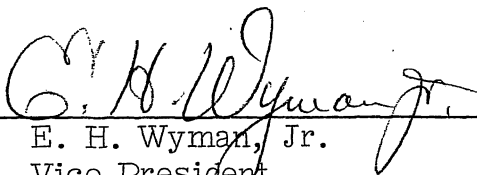
Gentlemen:

This is to acknowledge receipt of an executed copy of
an agreement permitting our company to use a temporary
crossing over your tracks and right of way at Leeds, Maine.

Very truly yours,

BLUE ROCK SAND AND GRAVEL

EHW, JR:jt


E. H. Wyman, Jr.
Vice President

Lewiston, Mar. 11, 1966

SUBJECT: Greene - Temporary Crossing

R. A. Jackson:

Agreement with Blue Rock Sand & Gravel covering temporary crossing at Leeds expires May 15, 1966.

No objections to renewal. Crossing has been removed for the winter months.

D. G. Wolfe
D. G. Wolfe *sc*

SC

8/11
W. H. H. H.
3/18

Jan

MAINE CENTRAL RAILROAD COMPANY

RENEWAL AGREEMENT

This agreement entered into the 30th day of June 19 66
by and between MAINE CENTRAL RAILROAD COMPANY and Blue Rock Sand & Gravel,
a Maine corporation with an office at Westbrook, Maine.

WHEREAS, the parties hereto entered into an agreement in writing
dated May 15, 1965, covering permission granted by the Maine
Central Railroad Company to Blue Rock Sand & Gravel, a Maine corporation
to use a temporary crossing over tracks and right of way of the Maine
Central Railroad Company at Leeds, Maine at or near Valuation Station
1584+30, Valuation Section 5, Sheet 31 of Federal Valuation Survey of 1916,
the term of which expired on May 15, 1966, and

WHEREAS, the parties desire to renew the aforesaid agreement for
an additional term of one (1) year.

NOW, THEREFORE, it is mutually agreed between the parties hereto
that the term of the aforesaid agreement is hereby extended from
May 15, 1966, to May 15, 1967, unless sooner terminated by
either party by written notice to the other party at least 30 days
prior to the date of termination.

Signed and Sealed the day and year first above written.

WITNESS;

MAINE CENTRAL RAILROAD COMPANY

/s/ L. E. Harding

/s/ J. O. Bern (Corp. Seal)

Chief Engineer

WITNESS:

BLUE ROCK SAND & GRAVEL

/s/Jeanette E. Toinsey

By /s/ E. H. Wyman, Jr. V.P.
(Title) (Corp. Seal)

FORM APPROVED: SWS

EXECUTION APPROVED: RM

May 15, 1966, to May 15, 1967, unless sooner terminated by either party by written notice to the other party at least 30 days prior to the date of termination.

Signed and Sealed the day and year first above written.

WITNESS;

MAINE CENTRAL RAILROAD COMPANY

/s/ L. E. Harding

/s/ J. O. Born (Corp. Seal)

Chief Engineer

WITNESS:

BLUE ROCK SAND & GRAVEL

/s/Jeanette E. Toinsey

By /s/ E. H. Wyman, Jr. V.P.
(Title) (Corp. Seal)

FORM APPROVED: SWS

EXECUTION APPROVED: SWS

MAINE CENTRAL RAILROAD COMPANY

RENEWAL AGREEMENT

This agreement entered into the 30th day of June 19 66 by and between MAINE CENTRAL RAILROAD COMPANY and Blue Rock Sand & Gravel, a Maine corporation with an office at Westbrook, Maine,

WHEREAS, the parties hereto entered into an agreement in writing dated May 15, 1965, covering permission granted by the Maine Central Railroad Company to Blue Rock Sand & Gravel, a Maine corporation to use a temporary crossing over tracks and right of way of the Maine Central Railroad Company at Leeds, Maine at or near Valuation Station 1584+30, Valuation Section 5, Sheet 31 of Federal Valuation Survey of 1916, the term of which expired on May 15, 1966, and

WHEREAS, the parties desire to renew the aforesaid agreement for an additional term of one (1) year.

NOW, THEREFORE, it is mutually agreed between the parties hereto

MAINE CENTRAL RAILROAD COMPANY

It is mutually agreed by the MAINE CENTRAL RAILROAD COMPANY and Leeds Sand and Gravel of Leeds, Androscoggin County, Maine,

three that agreement between aforesaid parties dated May 20, 1955 covering respectively lease of Railroad owned portion of Tracks Nos. 12 and 14, Nos. 12, 14 and 16 and permit for 10 inch water and 18 inch drain pipes; and four agreements dated September 20, 1955, March 15, 1957, June 12, 1958 and May 20, 1960 covering respectively permit for overhead runway, conveyor and wires, permit for a flume over tracks and right of way, consent to Mobil Oil Co. to operate over Tracks Nos. 12, 14 and 16, and lease of land for a boiler house, bins and platform forms at Libby's Pit.

in the Town of Leeds, Maine, are hereby cancelled by mutual consent, effective as of April 1, 1972; provided, however, that any rights or liabilities accrued or accruing under the aforesaid agreement prior to the effective date of this cancellation shall be and remain in full force and effect.

This agreement executed in duplicate this 1st day of April, 1972

MAINE CENTRAL RAILROAD COMPANY,

Witness

J. E. Handberg

By

Manager-Industrial Development
Real Estate and Taxation

Witness

J. H. Kuffner

LEEDS SAND AND GRAVEL

By

R. H. Winslow
(Title) Asst. Treasurer

Form approved

SWH

Execution approved

SWH

MAINE CENTRAL RAILROAD COMPANY

It is mutually agreed by the MAINE CENTRAL RAILROAD COMPANY and Blue Rock Industries of Westbrook, Cumberland County, Maine ^{two} that ~~an~~ agreement between aforesaid parties dated May 1, 1965 and May 1, 1970 ~~xxx~~ covering respectively permit for private crossing and driveway at Libby's Pit and permit for temporary crossing at Valuation Station 1584+30, Valuation ~~dated~~ Section 5, Sheet 31 of Federal Valuation Plans.

~~xxx covering~~

in the Town of Leeds, Maine are ~~xxx~~ hereby cancelled by mutual consent, effective as of April 1, 1972; provided, however, that any rights or liabilities accrued or accruing under the aforesaid agreement prior to the effective date of this cancellation shall be and remain in full force and effect.

This agreement executed in duplicate this 1st day of April, 1972

MAINE CENTRAL RAILROAD COMPANY,

Witness

J. E. Harding

By

AW Farkas
Manager-Industrial Development
Real Estate and Taxation
BLUE ROCK INDUSTRIES

Witness

D. H. Gifford

By

R. W. Winslow
(Title) Asst. Treasurer

Form approved

AWF

Execution approved

AWF

6

MAINE CENTRAL RAILROAD COMPANY

May 26, 1972

Mr. Richard Winslow
Blue Rock Industries
58 Main Street
Westbrook, Maine 04092

Subject: Libby's Pit-Termination of Agreements with
Leeds Sand and Gravel

Dear Mr. Winslow:

I am enclosing an executed copy of an agreement terminating the seven agreements between the Maine Central Railroad Company and Leeds Sand and Gravel covering facilities at Libby's Pit, Leeds, Maine. New agreements have been written with Blue Rock Industries covering these facilities effective April 1, 1972.

Very truly yours,

Enc.

bc: J. F. Gerity - Agreement and Forms E-122, Nos. 7365, 7366, 7367, 7368 and 7369 herewith. After recording, kindly return agreement.

J. O. Born (2)-Two copies of agreement herewith.

Agreement Folders (7)

JRM:LEH:ahf

MAINE CENTRAL RAILROAD COMPANY

April 4, 1972

Mr. Richard Winslow
Blue Rock Industries
58 Main Street
Westbrook, Maine 04092

Subject: Libby's Pit-Termination of Agreements with
Blue Rock Industries

Dear Mr. Winslow:

Pursuant to my letter of March 24, 1972, I am enclosing an agreement in duplicate terminating the two agreements between the Maine Central Railroad Company and Blue Rock Industries covering facilities at Libby's Pit, Leeds, Maine.

The effective date and execution date of this agreement have been left blank per your request.

When ownership of Blue Rock Industries has been transferred to The Flintkote Company, will you please have both copies of this termination agreement signed by an authorized officer of Blue Rock Industries, have his signature witnessed on line directly opposite it, fill in the dates mentioned above and return both copies for completion by the Railroad. A fully executed copy will be returned to you.

Very truly yours,

H 4/6/72

Enc.

CGRM/MEH/William C. Smith, Attorney at Law
One Monument Square, Portland, Maine 04111

Appendix B
Lease and Other Information
Pertaining to Bancroft & Martin,
Inc. (Maine Milling &
Manufacturing)

Portland, Maine
July 9, 1962

TO MR. A. M. KNOWLES FOR NEXT DIRECTORS MEETING

Proposed lease of land at Libby's Pit in the Town of Leeds,
Androscoggin County, Maine to Baneroft & Martin Rolling Mills
Company, as follows:

DESCRIPTION: A certain parcel of land at Libby's Pit in the
Town of Leeds, Androscoggin County, Maine, bounded
and described as follows:

Beginning on the northwesterly side line of land
of the Railroad at a point three hundred and
seventy-five (375) feet, measured along said
northwesterly side line, from the southwesterly
side line of a public way known as County Road
near a grade crossing over tracks and right of
way of the Railroad known as RX 50.16; thence
southeasterly along a line at right angles to
said northwesterly side line to a line six
hundred and ten (610) feet southeasterly of and
parallel with said northwesterly side line; thence
southwesterly along said parallel line a distance
of one thousand three hundred and seventy (1370)
feet, more or less, to the westerly side line of
land of the Railroad; thence northerly along said
westerly side line a distance of seven hundred and
forty (740) feet, more or less, to the aforesaid
northwesterly side line of land of the Railroad;
thence northeasterly along said northwesterly side
line a distance of nine hundred and twenty-five
(925) feet, more or less, to the point of beginning.

TERM: 10 years with option to renew for an additional 10 years.

RENTAL: First 10 years - \$400.00 per year + *taxes*
Renewal - Negotiable

R.A.W. - 7/9/62

Portland, Maine,
July 20, 1962.

SUBJECT: Libby's Pit (Leeds) - Lease.

Mr. E. S. Miller - BUILDING.

Outlined in yellow crayon on attached plan is land located at Libby's Pit, containing about 16 acres which it is proposed to lease to Bancroft & Martin Rolling Mills Company.

This parcel of land was abandoned some years ago as a pit. On the east side, a distance of 740 feet, borders the Bancroft & Martin property on which is located a major operation where concrete pipe, blocks and related articles are manufactured. The land is not only desired for expansion of their facilities but also for an access road to their plant from their siding where a bulk cement unloading arrangement is located.

The cost of acquiring the land was \$488.29; I.C.C. Value \$724.50 (since this valuation considerable gravel has been removed); Assessed Value \$350.00; Tax paid \$51.80.

It is proposed to lease the property for a 10 year period at a rental of \$400.00 per annum, they to pay all taxes, with an option to renew for an additional 10 years, rental to be negotiated.

cc - A.M. Knowles
J.W. Wiggins

J. P. SCULLY.

RAW
JW 7/25

Portland, Maine,
July 30, 1962.

SUBJECT: Libby's Pit (Leeds) - Lease.

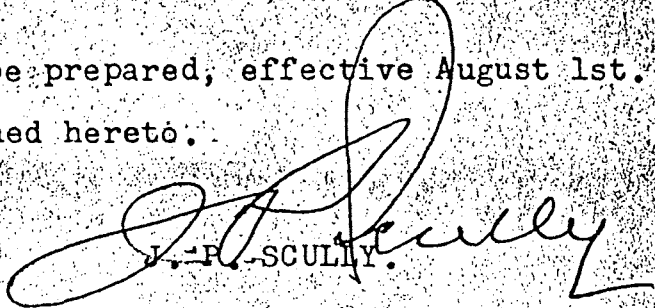
Mr. J. W. Wiggins - BUILDING.

The Board of Directors of Maine Central Railroad Company, at their meeting held July 25th, approved the lease of land at Libby's Pit in the Town of Leeds, Maine, as shown outlined in yellow color on the attached plan, to Bancroft and Martin Rolling Mills Company.

The lease is to run for a period of ten (10) years at a rental of \$400.66 per annum, plus taxes, with an option to renew for an additional ten (10) years, rental to be negotiated.

The lease may now be prepared, effective August 1st.

Your file is attached hereto.


J. P. SCULLY.

Encs.

Draft of lease to Scott Scully 7/31/62.

AGREEMENT made the 1st day of August, 1962, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland, Cumberland County, Maine, hereinafter called LESSOR, and BANCROFT & MARTIN ROLLING MILLS COMPANY, a Maine corporation with an office at South Portland, Cumberland County, Maine, hereinafter called LESSEE.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of the LESSEE to be paid and performed, the LESSOR does hereby let, demise and lease unto the LESSEE a certain lot or parcel of land at Libby's Pit, so called, in the Town of Leeds, County of Androscoggin and State of Maine, bounded and described as follows:

To determine the point of beginning start at the intersection of the southwesterly side line of County Road with the northwesterly side line of land of the LESSOR, said northwesterly side line extending South $43^{\circ} 51'$ West from the base line of location of the LESSOR at Valuation Station 1501+86.34 as shown on Valuation Section 5, Sheet 29, of the Federal Valuation Survey of the LESSOR; thence South $43^{\circ} 51'$ West along said northwesterly side line of the LESSOR a distance of three hundred and seventy-five (375) feet to the point of beginning;

Thence southeasterly along a line at right angles to said northwesterly side line a distance of six hundred and ten (610) feet to a point;

Thence South $43^{\circ} 51'$ West along a line six hundred and ten (610) feet southeasterly from and parallel with said northwesterly side line of land of the LESSOR a distance of thirteen hundred and seventy (1370) feet, more or less, to the westerly side line of land of the LESSOR;

Thence northerly along said westerly side line a distance of seven hundred and forty (740) feet, more or less, to the aforesaid northwesterly side line of land of the LESSOR;

Thence North $43^{\circ} 51'$ East a distance of nine hundred and twenty-five (925) feet, more or less, to the point of beginning.

The LESSEE is also hereby permitted to use a driveway over other land of the LESSOR for access to the above described premises from public highway.

TO HAVE AND TO HOLD the above described premises for a term of ten (10) years from the 1st day of August, 1962.

The LESSEE agrees to pay to the LESSOR as rent for the premises hereby leased the sum of four hundred dollars (\$400.00) annually in advance on the first day of August in every year during the term hereof.

The LESSEE shall have the right to renew this lease for an additional ten (10) year term upon giving written notice to the LESSOR of its intention to renew at least six (6) months prior to the end of the term hereof. Said renewal term shall be upon the same terms and conditions with the exception of rent which shall be determined as follows:

Immediately upon notice of the LESSEE'S intention to renew, as hereinabove provided, the parties hereto shall confer and shall endeavor to agree upon the rent to be charged and paid by the LESSEE to the LESSOR during the aforesaid renewal term; and if said parties are unable, within thirty (30) days, to agree on the amount of rental to be charged during said renewal, the question as to the amount to be charged and paid shall be submitted to an impartial Board of Arbitration to be composed of three members, one to be chosen by the LESSOR, one to be chosen by the LESSEE, and the two so chosen to select a third member. The decision in writing by said Board of Arbitration so selected as to such rent for the renewal of the term hereof shall be final, conclusive and binding upon both the LESSOR and the LESSEE.

The LESSEE may erect buildings or other structures upon the said premises for the purpose of its general business.

The LESSEE agrees to pay all taxes and assessments whatsoever which may be payable for said land hereby leased or for or in respect of any buildings or structures erected and/or maintained upon the said premises, or any part thereof by the LESSEE during the continuance of this lease.

Said LESSEE may remove said buildings or structures from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof; provided, however, that the LESSEE shall clean up the premises and leave same in a neat and orderly condition after such removal. Any building or structure not so removed during the term of this lease or within sixty (60) days after the expiration of this lease or any extension of the term hereof shall become the property of the LESSOR.

The LESSEE covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have or make any claim upon the LESSOR for any damage to any building or structure, any part of which is in or on said leased land, and/or to any property stored in or on said building or structure, any part of which is on said leased land, and/or to any property stored in or on said leased land from fire, however caused; and further covenants and agrees to indemnify the LESSOR and save it harmless from any claim that may arise or be made for death, injury, loss or damage, however caused, to the LESSEE or to its employees or property and/or to employees or property of the LESSOR and/or to other persons or their property on or in connection with said use and occupation of said leased land, or in any way referable to the use of said driveway.

The LESSEE does covenant to quit and deliver up the said premises to the LESSOR, or any person duly authorized by it, peaceably and quietly at the end of the term aforesaid, in as good order and condition as the same are or may be put into by the LESSOR and will not make or suffer any waste thereof; and that the said LESSEE will not assign or underlet the premises or any part thereof without the written consent of the LESSOR; and that the LESSOR may enter to expel the said LESSEE if the LESSEE shall fail to pay the rent as aforesaid, whether said rent be demanded or not, or if the said LESSEE shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LESSOR at the end of said term or any extension of said term in manner aforesaid, or shall violate any of

the covenants in this lease by said LESSEE to be performed.

The covenants and conditions herein shall apply to and be binding upon the successors or assigns of the parties hereto.

This agreement is made subject to the terms and conditions of the pertinent mortgage indentures placed upon said premises by the LESSOR and/or the terms and conditions of mortgage indentures on said premises assumed by the LESSOR.

IN WITNESS WHEREOF, the LESSOR has caused this instrument to be signed and its corporate seal affixed hereto by E. S. Miller, its President, hereunto duly authorized, and the LESSEE has caused this instrument to be signed and its corporate seal affixed hereto by WILLIAM D. ROUNDS its TREASURER hereunto duly authorized, both on the day and year first above written.

Witness:

Robert A. Woodell

MAINE CENTRAL RAILROAD COMPANY

By Edmund Miller
President

Witness:

George Harrington

BANCROFT & MARTIN ROLLING MILLS COMPANY

By William D. Rounds

STATE OF MAINE

Cumberland County ss

August 15, 1962

Then personally appeared the above named E. S. Miller and acknowledged the foregoing instrument to be the free act and deed of the MAINE CENTRAL RAILROAD COMPANY,

Before me,

Scott W. Lundy
Notary Public

Approved as to form

Approved as to Execution

W.D.R.

W.D.R.

AGREEMENT made the 1st day of August, 1962, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland, Cumberland County, Maine, hereinafter called LESSOR, and BANCROFT + MARTIN ROLLING MILLS COMPANY, a Maine corporation with an office at South Portland, Cumberland County, Maine, hereinafter called LESSEE.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserve and contained by and on the part of the LESSEE to be paid and performed, the LESSOR does hereby let, demise and lease unto the LESSEE a certain lot or parcel of land at Libby's Pit, so called, in the Town of Leeds, County of Androscoggin and State of Maine, bounded and described as follows:

To determine the point of beginning start at the intersection of the southwesterly side line of County Road with the northwesterly side line of land of the LESSOR, said northwesterly side line, extending South $43^{\circ} 51'$ West from the base line of location of the LESSOR at Valuation Station 1501 + 86.34 as shown on Valuation Section 5, Sheet 29 of the Federal Valuation Survey of the LESSOR; thence South $43^{\circ} 51'$ West along said northwesterly side line of the LESSOR a distance of three hundred and seventy-five (375) feet to the point of beginning;

Thence southeasterly along a line at right angles to said northwesterly side line a distance of six hundred and ten (610) feet to a point;

Thence South $43^{\circ}51'$ West along a line six hundred and ten (610) feet southeasterly from and parallel with said north westerly side line of land of the LESSOR a distance of thirteen hundred and seventy (1370) feet, more or less, to the westerly side line of land of the LESSOR;

Thence northerly along said westerly side line a distance of seven hundred and forty (740) feet, more or less, to the aforesaid north-westerly side line of land of the LESSOR;

Thence North $43^{\circ}51'$ East a distance of nine hundred and twenty-five (925) feet, more or less, to the point of beginning.

The LESSEE is also hereby permitted to use a driveway over other land of the LESSOR for access to the above described premises from public highway.

To HAVE AND TO HOLD the above described premises for a term of ten (10) years from the 1st day of August, 1962.

The LESSEE agrees to pay to the LESSOR as rent for the premises hereby leased the sum of four hundred dollars (\$400.00) annually in advance on the first day of August in every year during said term.

The LESSEE shall have the right to renew this lease for an additional ten (10) year term upon giving written notice to the LESSOR of its intention to renew at least six (6) months prior to the end of

③

the term hereof. Said renewal term shall be upon the same terms and conditions with the exception of rent which shall be determined as follows:

Immediately upon notice of the LESSEE'S intention to renew, as hereinabove provided, the parties hereto shall confer and shall endeavor to agree upon the rent to be charged and paid by the LESSEE to the LESSOR during the aforesaid renewal term; and if said parties are unable, within thirty (30) days, to agree on the amount of rental to be charged during said renewal, the question as to the amount to be so charged and paid shall be submitted to an impartial Board of Arbitration to be composed of three members, one to be chosen by the LESSOR,

one to be chosen by the LESSEE, and the two so chosen to select a third member. The decision in writing by said Board of Arbitration so selected as to such rent for the renewal of the term hereof shall be final, conclusive and binding upon both the LESSOR and the LESSEE. The LESSEE agrees to pay to the LESSOR as rent for the ~~premises~~ ^{premises} hereby leased, the sum of four hundred dollars (\$400.00) annually in advance on the 1st day of August in every year during said term.

The LESSEE may erect buildings or other structures upon the said premises for the purpose of its general business.

The LESSEE agrees to pay all taxes and assessments whatsoever which may be payable for said land hereby leased or for or in respect of any buildings or structures erected and/or maintained upon the said premises, or any part thereof by the LESSEE during continuance of this lease.

Said LESSEE may remove said buildings or structures from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof; provided, however, that the LESSEE shall clean up the premises and leave same in a neat and orderly condition after such removal. Any building or structure not so removed during the term of this lease or within sixty (60) days after the expiration of this lease ~~or~~ any extension of the term hereof shall become the property of the LESSOR.

The LESSEE covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have or make any claim upon the LESSOR for any damage to any building or structure, any part of

This agreement is made subject to the terms and conditions of the pertinent mortgage indentures placed upon said premises by the LESSOR and/or the terms and conditions of mortgage indentures on said premises assumed by the LESSOR.

IN WITNESS WHEREOF, the LESSOR has caused this instrument to be signed and its corporate seal affixed hereto by E.S. Miller its President hereunto duly authorized, and the LESSEE has caused this instrument to be signed and its corporate seal affixed hereto by _____ its _____ hereunto duly authorized, both on the day and year first above written.

WITNESS:

MAINE CENTRAL RAILROAD COMPANY

By _____

BANCROFT & MARTIN ROLLING MILLS COMPANY

By _____

STATE OF MAINE

Cumberland ss

1962

Then personally appeared the above named E.S. Miller and acknowledged the foregoing instrument to be the free act and deed of the MAINE CENTRAL RAILROAD COMPANY,

Before me,

⑤

which is in or on said leased land, and/or to any property stored in or on said building or structure, any part of which is on said leased land, and/or to any property stored in or on said leased land from fire, however caused; and further covenants and agrees to indemnify the LESSOR and save it harmless from any claim that may arise or be made for death, injury, loss or damage, however caused, to the LESSEE or to its employees or property and/or to employees or property of the LESSOR and/or to other persons or their property on or in connection with said use and occupation of said leased land, or in any way referable to the use of said driveway.

The LESSEE does covenant to quit and deliver up the said premises to the LESSOR or any person duly authorized by it, peaceably and quietly at the end of the term aforesaid, in as good order and condition as the same are or may be put into by the LESSOR and will not make or suffer any waste thereof; and that the said LESSEE will not assign or underlet the premises or any part thereof without the written consent of the LESSOR; and that the LESSOR may enter to expel the said LESSEE if the LESSEE shall fail to pay the rent as aforesaid, whether said rent be demanded or not, or if the said LESSEE shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LESSOR at the end of said term or any extension of said term in manner aforesaid or shall violate any of the covenants in this lease by said LESSEE to be performed.

The covenants and conditions herein shall apply to and be binding upon the successors or assigns of the parties hereto.

AGREEMENT made the 1st day of August, 1962, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland, Cumberland County, Maine, hereinafter called the LESSOR, and BANCROFT & MARTIN ROLLING MILLS COMPANY, a Maine corporation with an office at South Portland, Cumberland County, Maine, hereinafter called the LESSEE.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of the LESSEE to be paid and performed, the LESSOR does hereby let demise and lease unto the LESSEE a certain lot or parcel of land ^{in the Town of Leeds, County of Androscoggin, State of Maine,} bounded and described as follows:

Beginning on the northwesterly side line of land of the LESSOR at a point three hundred and seventy-five (375) feet, measured along said northwesterly side line, from the southwesterly side line of a public way known as County Road near a grade crossing over tracks and right of way of the LESSOR known as RX 50.16; thence southeasterly along a line at right angles to said northwesterly side line to a line six hundred and ten (610) feet southeasterly of and parallel with said northwesterly side line; thence southwesterly along said parallel line a distance of one thousand three hundred and seventy (1370) feet, more or less, to the westerly side line of land of the LESSOR; thence northerly along said westerly side line a distance of seven hundred and forty (740) feet, more

or less, to the aforesaid northwesterly side line of land of the LESSOR; thence north-easterly along said northwesterly side line a distance of nine hundred and twenty-five (925) feet, more or less, to the point of beginning.

The LESSEE is also hereby permitted to use a driveway over other land of the LESSOR for access to the above described premises from public highway.

TO HAVE AND TO HOLD the above described premises for a term of ten (10) years from the 1st day of August, 1962. The LESSEE shall have the right to renew this lease for an additional ten (10) year term upon giving written notice to the LESSOR of its intention to renew at least six (6) months prior to the end of the term hereof. Said renewal term shall be upon the same terms and conditions with the exception of rent which shall be determined as follows:

Immediately upon notice of the LESSEE's intention to renew, as hereinabove provided, the parties hereto shall confer and shall endeavor to agree upon the rent to be charged and paid by the LESSEE to the LESSOR during the aforesaid renewal term; and if said parties are unable, within thirty (30) days, to agree on the amount of rental to be charged during said renewal, the question as to the amount to be so charged and paid shall be submitted to an impartial Board of Arbitration to be composed of three members, one to be chosen by the LESSOR.

To determine the point of beginning begin at the intersection of the southeasterly side line of County Road with the northeasterly side line of land of the lessor, said northeasterly side line being a line extending ~~545~~⁵⁴⁵ South $43^{\circ} 51'$ ~~West~~^{East} from ~~by~~^{by} Valuation Station 1501 + 86.34 as shown on Valuation Section 5 Sheet No 29 of the Federal Valuation Survey of the Lessor, thence ~~at~~ South $43^{\circ} 51'$ E along said northeasterly side line of the Lessor three hundred twenty-five (325) feet to the point of beginning;

Thence southeasterly along a line at right angles to said northeasterly side line six hundred and ten (610) feet to a point;

Thence South $43^{\circ} 51'$ ~~West~~^{East} along a line six hundred and ten feet ~~southeasterly~~^{easterly} from and parallel with said northeasterly side line of land of the lessor ~~+370~~ Thirteen hundred and seventy (1370) feet, more or less to the ~~north~~^{northeasterly} side line of land of the Lessor;

Thence northerly along said westerly side line seven hundred and forty (740) feet, more or less, to the aforesaid northeasterly side line of land of the Lessor;

Thence North $43^{\circ} 51'$ East nine hundred twenty-five (925) feet, more or less, to the point of beginning.

Bancroft & Martin Rolling Mills Company

South Portland, Maine

August 9, 1962

Maine Central Railroad Company
Portland,
Maine


Attention: Mr. J. W. Wiggins, Chief Engineer

Gentlemen:

At the request of Mr. Burr we have executed the lease agreement for land at Libby's Pit, Town of Leeds, and we are enclosing these for completion by the railroad. We assume that we will receive one of these completed copies.

Will you kindly arrange to bill us for the amount provided in the lease.

Very truly yours,



William D. Rounds
Treasurer

WDR/bh
enc.

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Bancroft & Martin Rolling Mills Company

South Portland, Maine

August 21, 1962

Maine Central Railroad Company
Portland,
Maine

Attention: Mr. J. W. Wiggins, Chief Engineer

Re: Libby's Pit - Land Lease

Gentlemen:

In the absence of Mr. Rounds, we wish to acknowledge receipt of the executed copy of agreement leasing land to us at Libby's Pit in the Town of Leeds for a term of 10 years from August 1, 1962, with an option to renew for an additional ten year term.

Very truly yours,

Miss Beryl Harrington

Secretary to Mr. Rounds

bh

Pit taxed at rate of 75⁰⁰
per acre. Lease about 16 acres
but only 5 acres at of abt. 40 taxed.
Therefore recollect on Value of 350. @ .148 = 51.80

MAINE CENTRAL RAILROAD COMPANY

Portland, Maine
January 4, 1973

Mr. A. M. Knowles
BUILDING

As you are aware, there has been a considerable amount of correspondence with Bancroft & Martin, Inc. in connection with the rental to be charged by us during a 10 year renewal option in a lease of a portion of Libbys Pit to them. The lease, dated August 1, 1962, carried an original term of 10 years. Bancroft & Martin gave the necessary six month advance notice that they wished to renew the lease for a second 10 years and after discussion with Mr. Miller, I advised the Steel Company that the rent would be increased from \$400. per year plus taxes to \$1,000. per year plus taxes. Bancroft & Martin have taken exception to the increase.

Copies of the lease and correspondence with Bancroft & Martin are attached. You will note from their letter of January 2, 1973 that the Steel Company have now decided to take the matter of rental to arbitration in accordance with terms of the lease.

In connection with the last paragraph of their letter of January 2, 1973, it should be pointed out that our land is actually assessed for \$12.60 per acre rather than the \$32. which they quote. Libbys Pit (40.5 acres) was first assessed in 1969 for \$510. This assessment has not been changed since that time.

The Town of Leeds hires United Appraisals of Connecticut to do their valuation work. The last complete Town appraisal was made in 1959. U. A. returns to Leeds each year to assess new buildings and evaluate changes in land use, etc. so as to keep the Town's valuation up to date.

Mr. A. M. Knowles

- 2 -

January 4, 1973

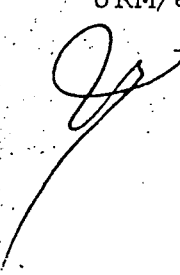
Bancroft & Martin has apparently complained to the Town of the high assessment of their buildings. This complaint is independent of our land rental controversy with Bancroft. The Town has scheduled a meeting with the Steel Company and U. A. to take place within the next week or so, at which time the building valuation problem will be discussed. U. A. will undoubtedly reassess our Libbys Pit land in connection with the Bancroft & Martin complaint so we can expect some change (presumably an increase) by April 1, 1973. However, we will not know the new figure until close to that date.

In view of a possible change in land value at Libbys Pit, I think we should postpone reaching an agreement in land rental with Bancroft & Martin until the new assessed value has been determined. I will be glad to discuss the entire matter with you at your convenience. Shortly I should advise Mr. Miller of the rental arbitration which Bancroft & Martin desire.

J. R. McFARLANE

Attachments

JRM/ahf





MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

May 4, 1973

Mr. William D. Rounds
Treasurer
Bancroft & Martin Inc.
27 Main Street
South Portland, Maine 04106

Dear Mr. Rounds:

This letter refers to an agreement dated August 1, 1962, between Maine Central Railroad Company (Lessor) and Bancroft & Martin Rolling Mills Company (Lessee) leasing land at Libby's Pit, Town of Leeds, Maine.

It is my understanding that Bancroft & Martin Inc. is the successor to Bancroft & Martin Rolling Mills Company by change of name.

In accordance with the renewal clause of this land lease, the parties have agreed to an annual rental of \$650. for the renewal term.

Please acknowledge by signing and returning one copy of this letter.

Very truly yours,

Bancroft & Martin Inc.

By

William D. Rounds

Title

Treasurer

May 7, 1973

Form E 122

No. 8098

MAINE CENTRAL RAILROAD COMPANY

~~PORTLAND TERMINAL COMPANY~~

Industrial Development, Real Estate & Taxation

Portland, Maine February 7, 1979

COMPTROLLER:

The land
located at Libby's Pit in Leeds, Me.
rented to Bancroft & Martin, Inc. as per
Statement, Form E 121, dated May 8, 1973 No. 9168
will be
~~was~~ vacated July 31, 1979
and its account should be closed from
that date.

Real Estate Representative

REMARKS

See new contract 9769 with Doran-Maine
Inc.

BANCROFT & MARTIN INC.



27 Main Street • SOUTH PORTLAND, MAINE 04106 • 207-799-8571

February 14, 1979

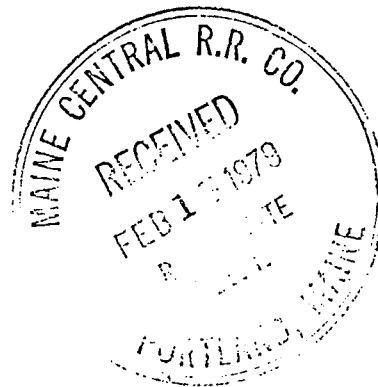
Maine Central Railroad Company
242 St. John Street
Portland, Maine 04102

Attention: Mr. J. R. McFarlane

Gentlemen:

As requested in your letter of February 12, 1979, enclosed is our check for \$121.80 in payment of your bill no. 2-901-033 covering real estate taxes on leased land at Leeds for the period April 1 through July 31, 1978.

bh
encl.



Very truly yours,

Beryl Harrington
(Miss) Beryl Harrington

check sent to Mr. A. Holmes 2/15/79.
/s

Appendix C
Lease and Other Information
Pertaining to National Metal
Convertors, Inc. & Michael
Schiavone & Sons, Inc.

See 60

AGREEMENT made the 1st day of February, 1969, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland in the County of Cumberland and State of Maine, hereinafter called LESSOR, and NATIONAL METAL CONVERTERS, INC., a corporation organized and existing under the laws of the State of Maine hereinafter called LESSEE.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of LESSEE to be paid and performed, LESSOR does hereby let, demise and lease unto LESSEE two certain lots or parcels of land at Libby's Pit, so-called, in the Town of Leeds, County of Androscoggin and State of Maine, the first parcel of land is bounded and described, as follows:

To determine the point of beginning start at the point of intersection of the southwesterly sideline of County Road and the northwesterly sideline of land of LESSOR, said northwesterly sideline extending south $43^{\circ} 51'$ west from the base line of location of LESSOR at Valuation Station 1501+86.34, as shown on Valuation Section 5, Sheet 29 of the Federal Valuation Survey of 1916; thence south $43^{\circ} 51'$ west along said northwesterly sideline of land of LESSOR a distance of three hundred and seventy-five (375) feet to a point; thence southeasterly along a line at right angles to said northwesterly sideline a distance of six hundred and ten (610) feet to the point of beginning;

Thence south $43^{\circ} 51'$ west along a line six hundred and ten (610) feet southeasterly from and parallel with said northwesterly sideline of land of LESSOR a distance of thirteen hundred and thirty-five (1335)

in error should be 415 as per CG Rivers 3/7/69

11

feet, more or less, to the westerly sideline of land of LESSOR;

Thence southerly along said westerly sideline of land of LESSOR four hundred and forty (440) feet, more or less, to the southerly sideline of land of LESSOR;

Thence easterly along said southerly sideline a distance of nine hundred and forty (940) feet to a point;

Thence northerly north $8^{\circ} 56'$ west a distance of two hundred and twenty-eight (228) feet to a point;

Thence north $48^{\circ} 57'$ east a distance of three hundred and thirty-nine (339) feet to a point on a line forty-nine and five tenths (49.5) feet westerly of and parallel with the base line of location of the LESSOR.

Thence northerly along said parallel line and along a line twenty-five (25) feet southwesterly of and parallel with the center line of a sidetrack known as Track No. 8 a distance of seven hundred and twenty (720) feet, more or less, to the point of beginning.

The second parcel is to be approximately one hundred (100) feet long and seventy-five (75) feet wide located in the area adjacent to the first parcel between the railroad tracks and land of the Railroad leased to others, the exact location and description of said second parcel to be agreed upon between the parties at a later date.

LESSEE is also hereby permitted to use a driveway not to

exceed fifty feet in width over other land of LESSOR for access to both leased parcels of land from the public highway, known now or formerly as "County Road", location of said driveway to be determined by the Chief Engineer of LESSOR.

TO HAVE AND TO HOLD the two parcels leased hereunder for a term of ten (10) years from the 17th day of February, 1969.

1. LESSEE covenants and agrees to pay LESSOR, as rent for the premises hereby leased, the sum of Nine Hundred and Ninety-Nine Dollars (\$999.00) annually in advance on the 17th day of February in every year during the term hereof, the first annual payment to be made on the 17th day of March, 1969.

2. LESSEE shall have the right to renew this lease for an additional two consecutive five (5) year terms upon giving written notice to LESSOR of its intention to renew at least six (6) months prior to the end of each term hereof. Said renewal terms shall be upon the same terms and conditions with the exception of rent which shall be determined, as follows:

➤Immediately upon notice of LESSEE'S intention to renew, as hereinabove provided, the parties hereto shall confer and shall endeavor to agree upon the rent to be charged and paid by LESSEE to LESSOR during the aforesaid renewal term; and if said parties are unable, within thirty (30) days, to agree on the amount of rental to be charged and paid during said renewal, the question as to the amount to be charged and paid shall be submitted to an impartial Board of Arbitration to be composed of three members, one to be chosen by LESSOR, one to be chosen by LESSEE, and the two so chosen to select a third member. If the two arbitrators thus chosen are unable to agree upon a third, the selection of such an arbitrator shall be determined by the Senior Justice of the Superior Court of Maine.

The decision of a majority of the arbitrators shall be final and binding on the parties, provided, however, that the maximum annual rental for the first renewal term shall not exceed, whichever is greater of (1) double the annual rental for the initial term or (2) said annual rental for the initial term multiplied by the ratio for the consumers' price index issued by the Bureau of Labor Statistics of the U. S. Department of Labor for February, 1979, to the index for February, 1969, and the maximum annual rental for the second renewal term shall not exceed whichever is greater of (1) triple the annual rental for the initial term or (2) said annual rental for the initial term multiplied by the ratio for the consumers' price index issued by the Bureau of Labor Statistics of the U. S. Department of Labor for February, 1984, to the index for February, 1969.

3. LESSEE shall maintain said driveway and keep it free from snow and ice at its expense insofar as necessary to make it suitable for its own use, and shall see that it is kept free from scrap materials.

4. LESSEE agrees to execute RAILROAD'S standard form of crossing agreement if said driveway crosses over railroad tracks.

5. LESSEE may erect and maintain buildings, machinery, or other structures upon the land hereby leased for the purpose of its general business.

6. LESSEE covenants and agrees to pay all taxes and assessments whatsoever which may be payable for or in respect of any buildings/^{machinery} or structures erected and/or maintained upon the premises, or any part thereof, by LESSEE during the continuance of this lease.

7. LESSEE covenants and agrees to reimburse LESSOR annually for taxes assessed by the Town of Leeds on the land hereby leased upon notification by LESSOR of amount due.

8. LESSEE may remove said buildings, machinery, or structures from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof; provided, however, that LESSEE shall clean up the premises and leave same in a neat and orderly condition after such removal. Any building or structure not so removed during the term of this lease or within ninety (90) days after the expiration of this lease or any extension of the term hereof shall become the property of LESSOR.

9. If LESSEE fails to leave the premises in a neat and orderly condition by failing to remove scrap metals therefrom at the expiration of this lease or any extension thereof within a period of ninety (90) days thereafter, then LESSOR shall take necessary steps to have the premises cleaned up and LESSEE shall reimburse LESSOR for expense thereof.

10. LESSEE covenants and agrees that shipments via railroad of LESSOR of scrap ferrous metals processed on the demised premises shall average at least 100 gross tons per day (excluding Saturdays, Sundays and holidays) during each year of the term, except when LESSEE'S production or LESSOR'S railroad operations are suspended by an Act of God, the public enemy, strikes or riots, provided further that if the operations of the LESSEE are suspended for more than six (6) months the lease is cancelled with the same effect as upon expiration of the term of the lease. In the event that LESSEE fails to meet these requirements, the LESSOR may terminate this lease at any time upon six (6) months' notice in writing to the LESSEE.

11. LESSEE covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have or make any claim upon LESSOR for any damage to any building or structure, any part of which is in or on said leased land, and/or to any property stored in or on said buildings or structures, or said leased land from fire, however caused; and

further covenants and agrees to indemnify LESSOR and save it harmless from any claim that may arise or be made for death, injury, loss or damage, to LESSEE or to its employees or property and/or to LESSOR its employees or property, and/or to other persons or their property on or in connection with the use and occupation of said leased land or in any way referable to the use of said driveway, except where caused by the sole negligence of the LESSOR.

12. LESSEE does covenant to quit and deliver up the said premises to LESSOR; or any person duly authorized by it peaceably and quietly, at the end of the term hereof or any renewal thereof, in as good order and condition as the same are or may be put into by LESSOR and will not make or suffer any waste thereof; and that said LESSEE will not assign or underlet the premises or any part thereof without the written consent of LESSOR.

13. LESSEE agrees that if rental hereunder shall not be paid within thirty (30) days after the same becomes due and payable hereunder, or if default be made in performance of any other agreement on LESSEE'S part herein contained and continue for thirty (30) days after written notice thereof given to LESSEE by LESSOR, such default or breach shall, at the option of LESSOR, work a termination of this lease to same extent and with all legal incidents as if the term thereof had expired by efflux of time and it shall then be lawful for LESSOR, its agents or servants to re-enter the premises and remove all persons therefrom and to repossess itself of the premises as of original state.

14. Until terminated as hereinbefore provided, this lease shall inure to and be binding upon the successors and assigns of the parties hereto.

15. This agreement is made subject to the terms and con-

IN WITNESS WHEREOF, the MAINE CENTRAL RAILROAD COMPANY
has caused this instrument to be signed and its corporate seal
affixed hereto by E. S. Miller, its President hereunto duly
authorized, and NATIONAL METAL CONVERTERS, INC., has caused this
instrument to be signed and its corporate seal affixed hereto by
HARRY ZAITLIN its PRESIDENT hereunto duly
authorized, both as of the day and year first above written.

WITNESS:

MAINE CENTRAL RAILROAD COMPANY

Charles L. Rivers

By E. S. Miller
President

WITNESS:

NATIONAL METAL CONVERTERS, INC.

Lemuel M. Nelson

By Harry Zaitlin
(Title)

State of Maine)
Cumberland, SS)

February 15, 1969

Then personally appeared the above-named E. S. Miller,
President of said Maine Central Railroad Company, and acknow-
ledged the foregoing instrument to be his free act and deed in his
said capacity and the free act and deed of said corporation.

Before me,

Notary Public
Notary Public

Waterville, Mar. 10, 1969

E. A. Hall
Leeds Ct.

We have an agreement dated Feb. 1, 1969 for two parcels of land leased to National Metal Converters, Inc. at Libby's Pit Town of Leeds.

One parcel is located near Val. Sta. 1501+86.34.

The other one is adjacent to the first parcel. Also, they are permitted to use a driveway formerly know as "county Road".

Above for your information.

D.G. Wolfe
b

Land Lease-

SPRINGFIELD TERMINAL RAILWAY COMPANY

WATERVILLE, MAINE

800-955-8134

TEL: 207-873-6913

FAX: 207-873-6951

DATE: *10-15-97*

TO: *Linda Morris*

FROM: *Suzette* Engr. Dept.



THE Employers' Group

OF INSURANCE COMPANIES

BOSTON, MASSACHUSETTS 02107

The Employers' Liability Assurance Corporation, Limited

American Employers' Insurance Company

The Employers' Fire Insurance Company

The Northern Assurance Company of America

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CERTIFICATE OF INSURANCE

Date Sept. 9, 1969

is to certify that the Company, indicated above by an "X", has issued a policy or policies, covering in accordance with the terms thereof, to the insured named below. It is the intention of the Company that in the event of cancellation of the policy or policies by the Company during the periods of coverage as stated herein, 10 days written notice of such cancellation will be mailed to the party to whom this Certificate is issued, at the address stated below.

Name And Address Of Party To Whom This Certificate Is Issued

Maine Central Railroad

Name And Address Of Insured

National Metal Converters, Inc.
c/o Donald Nelson
86 Bayview Drive
Portland, Maine

Description of Motor Vehicle

Operations of Insured

19 1/2 ± Acres Vacant Land

Location of Caraging or

Location of Operations or Premises

No. Leeds, Maine

| TYPE OF POLICY | POLICY NUMBER | POLICY PERIOD | | LIMITS OF LIABILITY |
|--|-------------------------------------|---------------|------------|----------------------------------|
| | | EFFECTIVE | EXPIRATION | |
| Standard Workmen's Compensation & Employers' Liability | | | | STATUTORY Coverage B |
| General Liability | | | | |
| BODILY INJURY | GL E-M-02702-98 | 5/29/69 | 5/29/70 | |
| Premises - Operations | <input checked="" type="checkbox"/> | | | \$ 100,000 Each Person |
| Elevators | <input checked="" type="checkbox"/> | | | \$ 300,000 Each Accident |
| Independent Contractors | | | | \$ Not Cov. { Aggregate Products |
| Products | | | | { Aggregate Comp. Operations |
| Completed Operations | | | | |
| Contractual | | | | |
| PROPERTY DAMAGE | | | | |
| Premises - Operations | <input checked="" type="checkbox"/> | | | \$ 50,000 Each Accident |
| Elevators | <input checked="" type="checkbox"/> | | | \$ Aggregate - Oper. |
| Independent Contractors | | | | \$ Aggregate - Protective |
| Products | | | | \$ { Aggregate - Products |
| Completed Operations | | | | { Aggregate - Comp. Operations |
| Contractual | | | | \$ Aggregate - Contractual |
| Automobile Liability | | | | |
| BODILY INJURY | | | | |
| Owned Automobiles | | | | \$ Each Person |
| Hired Automobiles | | | | \$ Each Accident |
| Non-owned Automobiles | | | | |
| PROPERTY DAMAGE | | | | |
| Owned Automobiles | | | | \$ Each Accident |
| Hired Automobiles | | | | |
| Non-owned Automobiles | | | | |

This Certificate of Insurance is not valid unless it is countersigned by a duly authorized agent of MORSE PATSON & NOYES Company.

*Absence of an "X" in these spaces means that insurance is not afforded with respect to the coverages or hazards opposite thereto. If more than one kind of insurance is written on one policy the policy number need not be repeated.

By MORSE PATSON & NOYES
(Authorized Agent)

11
11-1-31

EST LANCASTER AVENUE, HAVERFORD, PE INSYLVANIA 19041. (215) 527-2200

December 24, 1969

Mr. Harry Zaitlin
Saco Steel Company
27-29 Water Street
Saco, Maine

Subject: National Metal Convertors Inc.

Dear Harry:

I am having some difficulty, due to the Holidays, etc., in putting the lease proposal together. So rather than delay the project any further, I am setting forth those major points which will be included in the lease for your review and agreement. They are as follows:

1. Uleasco will buy out the Siagel's interest in the company for approximately 4¢ to 8¢ per share. If you have already done this we will buy those shares from you. This will make available more capital to purchase your raw scrap and give us approximately a 1/3 equity position.
2. Uleasco agrees to the \$15,000 annual salary for you and your brother as compensation providing you both will agree to a work agreement for 1/2 the life of the lease and will devote all your time to this project. Uleasco will expect that all your other activities of Saco be merged into National Metal Convertors Inc. on an assets only transaction and that you will cease those operations prior to signing the agreement.
3. In expectation of the project going very well and hopefully going into a public offering, Uleasco would want an option to purchase from the treasury or founders shares an additional amount of shares to bring their equity to 81%.
4. As security for the project, Uleasco will expect that the company place \$3.00 per ton from the sale of the processed scrap in an interest paying escrow account for a period not to exceed two years. At the end of that time all monies will revert to the company, less any lease payments.

ILITIES LEASING CORPORATION

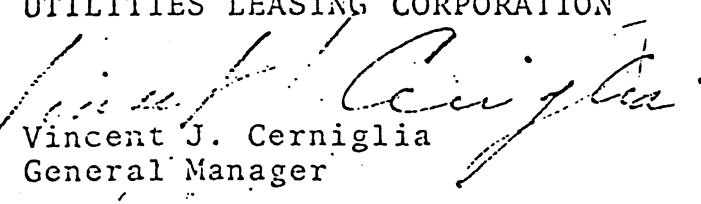
5. If the above meets with your approval, we will sit down with you and review with you the actual equipment to be purchased as Uleasco will purchase and own the equipment under the lease agreement.

These are the main points of the lease. Should you find them acceptable please sign where indicated below and return two copies of this letter to me. Again, I am sorry that the actual document was not typed but if these terms are agreeable to you it should take relatively no time to have the lease typed after the first of the year. I am sending a copy of this letter to "Glick" for his review.

After you have had a chance to review the contents of the letter should you have any questions please don't hesitate in calling me.

Very truly yours,

Solid Waste Management Division
UTILITIES LEASING CORPORATION


Vincent J. Cerniglia
General Manager

VJC/cae

cc. Mr. Murray I. Glickman

Accepted and agreed to
this day of

National Metal Convertors Inc.

MAINE CENTRAL RAILROAD COMPANY

MEMORANDUM

RE:

Leeds Junction
National Metal Converters, Inc.

16
March 17, 1970
Portland, Maine

I talked today with Howard Michaels, Director of Public Relations for "Uleasco", the firm which will finance the Leeds Junction operations of National Metal Converters, Inc., as noted in Mr. Rivers' memorandum of March 13. Mr. Michaels pointed out to me that it is the Solid Waste Management division of Uleasco which will be directly involved with National Metal Converters, Inc. He asked S.W.M. president, Vincent Cerniglia, to join us in a three-way phone conversation regarding the project. After some conversation and confirmation of the facts as stated by Mr. Rivers, it was agreed that I will, within the next few days, draft a news release for Maine news media and send it to Mr. Michaels for any suggestions he may have. It is understood that he will write a news release from the Uleasco standpoint to be planted in the financial and trade journals, a copy of which will be provided to me in advance.

Further, Mr. Michaels suggested coming to Maine by the middle or end of May in order that he and I and the parties involved can plan television coverage of the plant's operations late in June.

Mr. Cerniglia, who informed me that he will serve with Harry and Irving Zaitlin on National Metal Converters' three-man board of directors, wants to come to Maine for ground breaking ceremonies around the first of April pending notification from Mr. Zaitlin.

Following these conversations, I talked with Paul McCann, Co-ordinator of the Keep Maine Scenic Committee of the State Park and Recreation Committee, who worked extensively with Joe Cobb on the original plans a year ago. Mr. McCann told me he had advised Mr. Zaitlin on Thursday, March 12, to contact the Maine Environmental Commission without delay in order to get their approval for the proposal. Mr. McCann feels that Zaitlin may face some hurdles before the newly formed commission. Mr. McCann noted that Roy Cote had just left his office, so Messrs. Cote and Rivers will, no doubt, have reports forthcoming on the matter. I notified Mr. Rivers of McCann's conclusion regarding the Environmental people in order that he might be fully advised.

N. J. Alward

NJA/slp

cc: Messrs.: E. S. Miller
A. M. Knowles
J. W. Wiggins
G. H. Ellis
R. M. Cote
✓ C. G. Rivers

*signed original
in our file*

MAINE CENTRAL RAILROAD COMPANY

Portland, Maine -
March 13, 1970

MEMORANDUM - LEEDS JUNCTION - NATIONAL METAL CONVERTERS, INC.

On March 11th, Harry Zaitlin, President of National Metal Converters, Inc., was in my office and advised me that on March 10th they had signed an agreement with "Uleasco" which is Utilities Leasing Corp. of King of Prussia, Pennsylvania.

I did not see a copy of the agreement, but he had previously furnished me with a copy of the letter of intent and from what he told me, the terms of the agreement follow this letter.

Uleasco will purchase and furnish the necessary equipment and will lease it to National Metal Converters Inc. and, in turn, they will own considerable stock in the enterprise. Mr. Zaitlin advised that equipment would be shipped to Leeds Center about April 1st, consisting of front end loaders, cranes and the diesel power plant, as it is their intent to use diesel power rather than electrical power which would have to have been furnished by Central Maine Power Company. It is their intention to install a 20,000 gallon oil tank for #2 oil, and it is proposed that this oil will come by rail. In addition, propane will be used in the after burner, and we had some discussion about this product being railed into Leeds.

I was also advised that the shredder which we know has been constructed is in Huston, Texas, awaiting delivery. It will be shipped around April 4th or April 6th.

In accordance with the agreement, the plant is to be in operation the latter part of June and must produce 4,000 tons of ferrous material per month. This would amount to about 200 tons per working day. Uleasco wanted some control over publicity on this project, and arrangements were made for Nat Alward to contact Howard Michaels, Director of Public

Relations for Uleasco, and they would get together on a joint news release to the Press. As of this writing, Miss Alward has been unable to contact Mr. Michaels, but messages have been left at Uleasco office for Mr. Michaels to contact her.

Mr. Zaitlin also advised me that in talking with Paul McCann of the Parks & Recreation Division of the State, he was advised that National Metal Converters must appear before the newly formed Environmental Board of the State, but it would appear that there would be no problem in obtaining permission for the plant because a minimum of pollution is involved. I did, however, offer to accompany Mr. Zaitlin before the Board if it was felt that this would serve any purpose.

It has been almost a year and a half since we started talking of scrapping cars in Libby's Pit, and the Zaitlins had an agreement on Libby's Pit for over a year. During that period it appeared that several times they were close to getting financing for the project only to be disappointed. It now appears, however, that everything is in order and the project will get off the ground this year.

CGR:ems

cc: Messrs. E. S. Miller
J. W. Wiggins
G. H. Ellis
R. M. Cote
Miss H. J. Alward

A.M. Knowles

C. G. Rivers
3/13

MAINE CENTRAL RAILROAD COMPANY

TEMPORARY CROSSING

MEMORANDUM OF AGREEMENT

MADE the 27th day of April in the year nineteen hundred and seventy
in duplicate between the Maine Central Railroad Company, a corporation duly established by law, hereinafter
called the Licensor and National Metal Converters, Inc., a corporation duly
established by law with an office at Leeds, Maine,

hereinafter called the Licensee.

WITNESSETH that the said Licensor hereby grants to the Licensee permission to use a temporary crossing
over the railroad of said Licensor in said Leeds,
located as follows:

Said crossing is over a sidetrack, known as Track No. 8,
about 185 feet easterly of the switch of said track.

Said crossing is located as shown in red color on a plan hereto attached and made a part hereof.

Said crossing..... shall be installed and maintained by said Licensor at the expense of the Licensee

Said permission to ~~continue~~ commence April 27, 1970, and to ~~continue~~ continue
in force thereafter until
~~date of this agreement~~ either of said parties shall sooner fix the date for the termination thereof by a written
notice of thirty days prior to such date of termination to the other party hereto.

The Licensee hereby agrees that it will not use and that it will not allow any other person or persons to use any
crawler tractor over said crossing.

In consideration of such permission the Licensee hereby agrees to indemnify and hold harmless the Licensor from and against any and all loss, cost or expense, direct or indirect, arising out of or in any way referable to the existence and/or use of the crossing by the Licensee or those expressly or impliedly authorized by the Licensee, and whether such loss, cost or expense shall be suffered by reason of damage to property of the parties hereto or others or by reason of injury to, including death of ~~any person~~, any employee, agent or servant of the parties hereto, or any other person whomsoever, and regardless of negligence of the parties hereto or their employees, agents or servants.

It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective ~~parties hereto~~ successors of the parties hereto.

Signed and Sealed the day and year first above written.

Witness:

MAINE CENTRAL RAILROAD COMPANY.

..... C. G. Rivers

By..... J. O. Born ~~XXXXXXXXXX~~
Chief Engineer.
NATIONAL METAL CONVERTERS, INC.

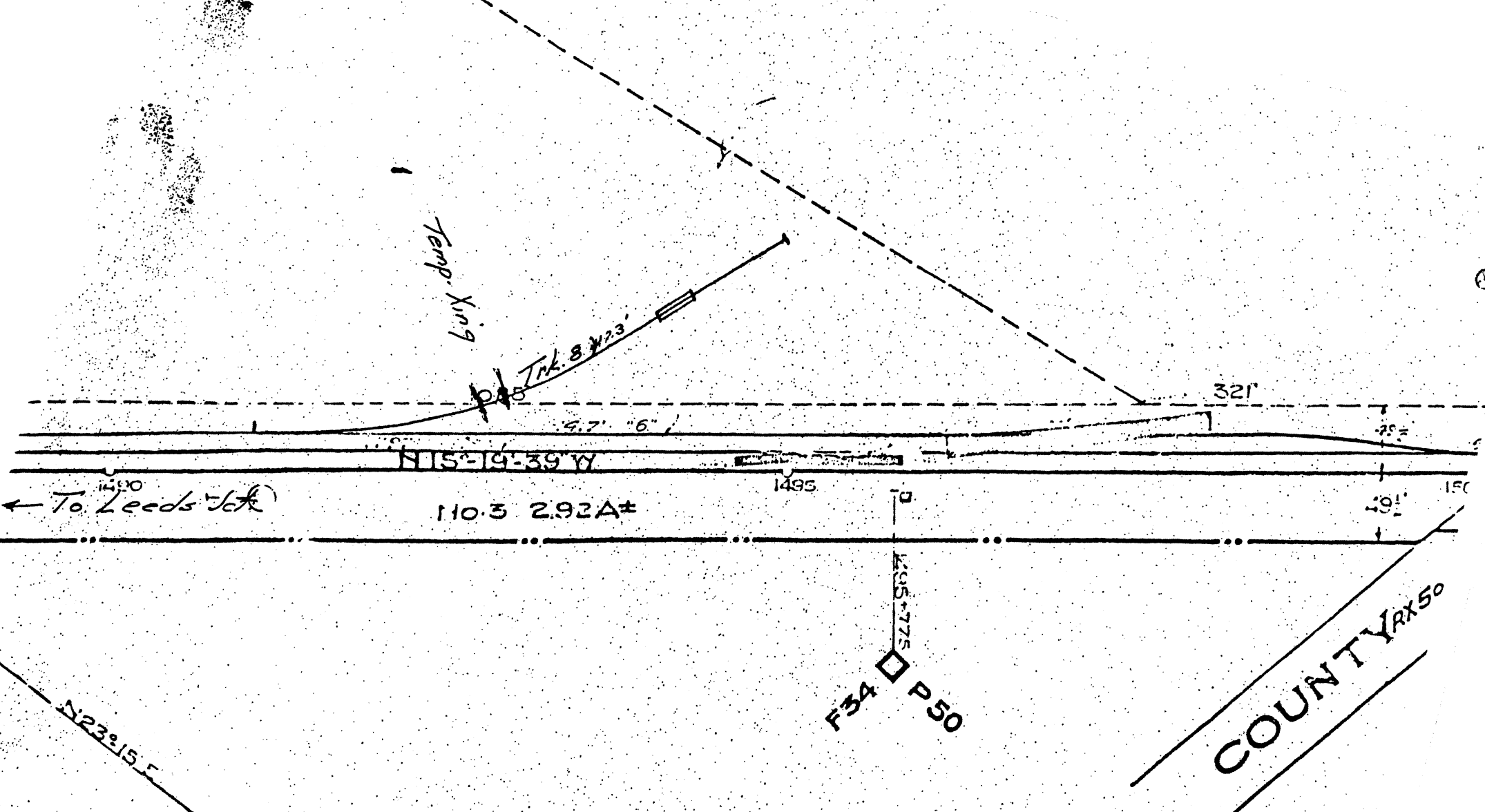
Witness:

..... C. G. Rivers

By..... Harry Zaitlin ~~XXXXXXXXXX~~
(Title) President

Form Approved: SWS

Execution Approved: SWS



LEEDS, ME.
Scale: 1"=100'

MAINE CENTRAL RAILROAD COMPANY

W. S. Schloth

C. Lyman

Wat's

April 30, 1970

Mr. Harry Zaitlin, President
National Metal Converters, Inc.
R.F.D.
Leeds, Maine

Dear Mr. Zaitlin:

Enclosed for your files is an executed copy of
an agreement permitting your company to use a
private crossing over sidetrack #8 at Libby's
Pit in the Town of Leeds, Maine, effective as of
April 27, 1970.

Very truly yours,

RAW:es
Enc.

Real Estate Representative

cc: Mr. J. O. Born - Agreement herewith. RAW

WJ 5/2

JW 5/10



Waterville, May 5, 1970

C. Lyman
No. Leeds

We have received a new temporary crossing agreement dated April 27, 1970 with National Metal Converters, Inc. at Leeds. This agreement is for an indefinite period of time.

Said crossing is over sidetrack No. 8 about 185 feet easterly of the switch of said track.

Above for your information.

D.G. Wolfe, Brk. Supvr.
rb

MAINE CENTRAL RAILROAD COMPANY

Executive Department

May 18, 1970

Mr. R. M. Cote
Market Manager - Metals &
BUILDING

SUBJECT: Car Supply - Scrap Metal

This has reference to your memo of May 6, 1970, File S-2240, to Mr. S. P. Ruth regarding a supply of gondola cars for the movement of scrap metal from the National Metal Converter plant at Leeds.

Your memo indicates that we should plan on supplying cars for a movement of five carloads of traffic per day for five days a week. On the other hand we have a memo from Mr. C. G. Rivers, dated May 1, 1970, wherein he indicates that we could expect an average of 200 gross tons per day, or probably four carloads each working day. In addition to this, Mr. Zaitlin stated in his letter of May 13 to Mr. Adams of the Environmental Improvement Commission, that shipments from the Leeds plant would probably amount to two or three cars per day.

If we are to make plans for the procurement of cars for this movement, we should have the most accurate and up-to-date information available. It would be appreciated, therefore, if you could re-evaluate the potential traffic from this plant and give me the benefit of your best estimate as to just what can be expected in the way of traffic.

AJT/ms

cc: Mr. H. E. Buchheim
→ Mr. C. G. Rivers
Mr. S. P. Ruth

A. J. Travis
A. J. TRAVIS



MAINE CENTRAL RAILROAD COMPANY
Marketing Department

Portland, Maine
May 21, 1970


File S-2240

Mr. A. J. Travis:-

Referring to your letter of May 18th, re movement of scrap metals from National Metals Convertors, Leeds, Maine to various destinations.

Mr. Murray Glickman, Vice President of Luria Brothers has an interest in this concern and is dictating the movements of this scrap. He has advised John Shaw and me that he wants a reduced 5-car, 250 ton rate from Leeds to Boston for a 25-car per week move commencing July 1, 1970. (A copy of Mr. Glickman's letter is attached). He will also have shipments to other destinations such as Montreal and has requested a 5-car rate. We anticipate them using a 1-car rate to these other destinations also.

I have determined the crushing machinery has not been shipped, therefore would doubt the July 1 start-up date.


MARKET MANAGER-METALS
WJB

RMC:asg
RF
Atch.

cc: C. G. Rivers
S. P. Ruth



SIDETRACK MAINTENANCE AND OPERATION

AGREEMENT

MADE the 1st day of September in the year nineteen hundred and seventy
in duplicate between the Maine Central Railroad Company, a corporation duly established
by law, hereinafter called the Railroad, and National Metal Converters, Inc., a corpora
tion duly established by law with an office at Leeds, Maine,
hereinafter called the Industry.

WITNESSETH, that whereas the Railroad is the owner and the Industry desires to have preferential use of
tracks adjoining its occupied premises for the more economical and convenient conduct of its business at
Libby's Pit, so-called, in the Town of Leeds, Maine,
described as follows:

**Said track is a portion of a sidetrack of the Railroad known
as Track No. 6, 350 feet long, extending easterly from a point normal
to the base line of location of Railroad at Valuation Station 1487+50 to
a point normal to said base line at Valuation Station 1491+00, Valuation
Section 5, Sheet 29 of Federal Valuation Survey of 1916.**

Said direction is timetable direction.

Said tracks are located as shown in green color on a plan hereto attached and made a part hereof.

WHEREAS, the operation of cars and engines over said tracks at other than the regularly established station
facilities of the Railroad involves the risk of damage to or destruction of property and injury to or death of persons;

Now, THEREFORE, in consideration of the above premises, the covenants and agreements herein contained to be
kept and performed by the parties hereto, and of the payments hereinafter to be made, it is mutually agreed that
the said tracks shall be maintained and operated under the following terms and conditions:

RIGHT OF WAY.

1. The Industry shall, if tracks are located outside of land of the Railroad, furnish at its own expense all neces-
sary right of way required for the proper maintenance and operation of said tracks, said right of way to be satis-
factory to the Chief Engineer of the Railroad.

The Railroad shall have the right at all times to enter upon the property of the Industry for the purpose of
maintaining and operating said tracks.

RENTAL.

2. Said Industry covenants and agrees to pay rental to the Railroad at the yearly rate of One Hundred
and Seventy-Five Dollars (\$175.00) for use of rails, joints, frogs, switches, bunters and all
other material in place in said tracks, said payments to be made annually on the 1st
day of September in every year during the continuance of this agreement; the first annual
payment to be made on the 1st day of September, 1970,

MAINTENANCE.

3. The Railroad shall maintain said tracks at its expense and the Industry shall at its own expense keep the
tracks free from snow and ice.

The Railroad may disconnect the said tracks or refuse to operate over them when their condition is unsatisfactory.

OWNERSHIP.

4. The title and ownership of said tracks shall be vested as follows: The Railroad is the owner of rails, joints,
switches, frogs, ties and any and all appurtenances of track.

USE.

5. The Railroad shall have the right to use, without cost, the whole or any part of said tracks for general railroad purposes.

The Industry agrees that it will not permit or authorize the use of said tracks by or for the benefit of any other person, firm or corporation not one of the parties hereto, nor assign this contract or any rights thereunder, without the written consent of the Railroad.

CHANGES OR ENLARGEMENT.

6. If any change, re-arrangement, extension or enlargement of said tracks, or their structures shall, at any time be required by reason of any change in the track or tracks of the Railroad, or because of any changes in the operating practice of the Railroad, or for any other cause, all expense resulting therefrom shall be borne by the Industry unless otherwise mutually agreed upon by the parties hereto, except that changes and enlargements in weight, section and/or character of rails, joints, switches, frogs and other appurtenances of track structure deemed necessary for any of the above reasons shall be made by the Railroad at its own expense.

CLEARANCES.

7. The Industry shall not install, construct or completely reconstruct any building, structure or other object, nor permit any material to be placed above top of rail within five feet eight inches (5'-8") of the nearest rail of any straight portion of track (or an additional one inch (1") for each degree of curve on curve) or lower than twenty-two feet (22') above the plane of the tops of rails. Exceptions to the above clearance requirements shall be permitted only upon written authority of the Chief Engineer of the Railroad and compliance with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such sidetracks without a separate agreement to cover same.

The Industry agrees to indemnify and hold harmless the Railroad for loss, damage or injury to the person or property of the parties hereto and their employees and to the person or property of any other person or corporation, arising from the location, existence or maintenance of buildings, structures, objects or materials at less than the minimum side and overhead clearances from the above described track or tracks as prescribed and ordered by the governmental regulatory body having jurisdiction.

ACCIDENTS.

8. The Industry agrees to exercise the greatest care in the use of said tracks to prevent cars or other obstructions from getting upon or too close to other tracks and generally to use such means and care as will avoid accidents of every kind.

LIABILITY.

9. The Industry assumes all responsibility for and agrees to indemnify the Railroad against loss or damage to property of the Industry or to property upon its premises, regardless of negligence of the Railroad, arising from fire caused by locomotives operated by the Railroad on said tracks, or in their vicinity for the purpose of serving said Industry, except to the premises of the Railroad and to rolling stock belonging to the Railroad or to others, and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railroad for loss, damage or injury from any act or omission of the Industry, its employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said tracks, and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

The Industry also agree to indemnify and hold harmless the Railroad for loss, damage or injury of any nature resulting from operation by the Railroad over said tracks when such loss, damage or injury is due to any unsafe condition of the premises of the Industry. The provisions of this paragraph shall be in addition to and not in limitation of the provisions of Paragraph 7 hereof.

DISCONTINUANCE.

10. The Industry shall assume and bear any and all loss or damage sustained by it in consequence of any temporary or permanent elimination of said tracks due to the relocation or change in the grade of the track or tracks of the Railroad by virtue of any municipal action or otherwise, or in event the disposition of the property of the Railroad or its future use or development shall make it impracticable in the judgment of said Chief Engineer to continue its operation, the Industry hereby waives any and all claims therefor.

CANCELLATION, TERMINATION AND REMOVAL.

11. This agreement shall be terminable upon thirty (30) days written notice from either party to the other.

Upon termination of this agreement, the Railroad shall have the right to enter upon the property of the Industry and remove any or all of the material owned by the Railroad and shall not be liable to account in any way for any monies paid or expended on account of any of the track or tracks covered by this agreement, nor for any damages resulting from the removal of any or all of the material owned by the Railroad.

12. It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, executors, administrators and successors of the parties hereto.

Signed and sealed the day and year first above written.

WITNESS

Robert A. Woodill

WITNESS

Leonard M. Nelson

MATHE CENTRAL RAILROAD COMPANY

By **C. G. Rivers**
Manager, Industrial Develop-
ment, Real Estate & Taxation
NATIONAL METAL CONVERTERS, INC.

By **Harry Zaitlin, Pres. (Seal)**
(Title)

Approved
Form

SWS

Execution

SWS

No.5 17.0A±

No.4 10.5A±

N 8° 56' W
228'

N 48° 57' E
1485+33.9

1485+00.9

No.2 1.54A±

← To Leeds Sct.

Trk. 6 2

936'

1085

4.7' 6"

N 15° 19' 39" W

No.3 2.92A±

1487+44.5

N 23° 15' E

LEEDS
Scale:

Orques

W. L. Schlack
Watule

MAINE CENTRAL RAILROAD COMPANY

September 17, 1970

Leonard M. Nelson, Esq.
Bernstein, Shur, Sawyer and Nelson
443 Congress Street
Portland, Maine 04111

Dear Mr. Nelson:

Enclosed for the files of National Metal
Converters, Inc. is an executed copy of an
agreement leasing 350 feet of Track #6 at
Libby's Pit, Leeds, Maine, to that company.

Very truly yours,

RAW:es
Enc.

Real Estate Representative

cc: Mr. Harry Zaitlin

✓ Mr. J. O. Born - Agreement herewith
Mr. J. F. Gerity - Agreement and Form 121 herewith.
After recording, kindly return agreement.

wjg 9/25
Dave Pgw
John m

Waterville, Maine
April 20, 1971

SUBJECT: Leeds: Poles and Wires -
National Metal Convertors Inc.

Mr. W. M. Martin:

Attached find application for communication poles and wire crossing forth the above subject be Lewiston Greene Monmouth Telephone Company signed by Ralph Williams Construction Superintendent, Also new type easement for pole locations and private ^{property} request which includes both Central Main Power Co. and Lewiston, Greene and Monmouth Telephone Co.

Please progress agreement pole and wire and easement.

W. G. Schloth
Division Engineer

Waterville, Maine
October 10, 1972

SUBJECT: Libby's Pit - National Metal Converters
MEG.RR vs George R. Farris

Mrs. W. M. Martin
Portland, Maine

Yours of October 3, 1972 re attached copy of letter dated October 2, 1972 by S. Scully to J. O. Born and copies of Farris bills to National Metal Converters.

I have talked with Track Supervisor Wolfe, who was aware George Farris did work in this area, but he has no knowledge of specifics. Mr. Wolfe also advises Foreman C. Lyman of Section 61 also has no knowledge of specifics in this matter.

Also for your information, as far as I personally am concerned, I was unaware of any National Metal Converters work in this area, other than Mr. Wolfe did work for National Metal Converters on a private basis. Additionally, beyond the point of land lease with National Metal Converters I was unaware of construction until news of the placement of two Boston and Maine engines for power source was released by the news media.


W. G. Schloth
Division Engr.

WGS/Lth

Encl.



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

December 5, 1972

MAINE CENTRAL R. R. CO.

DEC 7 1972

EXECUTIVE DEPARTMENT

Mr. E. S. Miller
President

Subject: Long Term Land Lease at Libbys Pit to Bancroft
& Martin, Inc.

Please refer to my letter to you dated July 28, 1972 (copy attached) on the above captioned subject. I tried out the \$1000. plus taxes annual rental figure as you suggested and in due course I received a reply from Bancroft & Martin saying they thought the rent to be excessive. Please see attached the exchange of correspondence.

In an effort to settle the matter, I suggest we try for \$800. per year plus taxes. The \$800. is figured on the same basis as the portion of Libbys Pit presently under lease to National Metal Converters, Inc. and it was calculated as follows:

Land leased to National Metal Converters 19.85 acres
Annual rent \$999. or \$50.33 per acre
Land leased to Bancroft & Martin 16.07 acres
Suggested annual rent 16.07 acres X 50.33 = \$808.80
Say \$800. per year

I do not recommend that we sell the land to Bancroft & Martin as they have requested, but I would have no objections to leasing fewer acres to them at the proposed rate per acre provided the land not leased is not later used by them but is available and accessible to other future tenants of the Railroad.

J. R. McFarlane
J. R. MCFARLANE

Attachments

*To J R McFarlane:
It is O.K. to rent 8/10. I
don't own it 700. This would
be a great loss. Now, I'm 50/50
Edin*

MAINE CENTRAL RAILROAD COMPANY

April 1, 1976

Leonard M. Nelson, Esq.
Attorney
Bernstein, Shur, Sawyer & Nelson
One Monument Square
Portland, Maine 04111

Dear Mr. Nelson:

Pursuant to your letter dated March 29, 1976, I am enclosing two fully executed copies of an assignment of three agreements between Maine Central Railroad Company and National Metal Converters of Leeds, Inc., covering facilities at Libby's Pit in Leeds, Maine, from National Metal Converters of Leeds, Inc. to Michael Shlavone & Sons.

Very truly yours,

J. R. M. Fairbank

Encls.

cc: J. Michaels - Forms E 122 Nos. 7782 and 7783 and Forms E 121 Nos. 9465 and 9466 transferring annual billing for land and track rentals herewith.

J. O. Born)
W. G. Schloth) Copy of assignment herewith.
Agent-Leeds)
W. T. Brownell) For your information and file.
R. L. Baker)
Agreement Folders (3)

IRM/LEH/ahf

*4/6
Down - Dick
for your info -
incl attach to
N-M-C's Agreement
4/5*

*4/5/76
Walt*

KNOW ALL MEN BY THESE PRESENTS THAT NATIONAL METAL CONVERTERS OF LEEDS, INC., a Maine corporation with an office at Leeds, Maine, in consideration of One Dollar (\$1.00) and other good and valuable considerations, does hereby sell, assign, transfer and set over unto MICHAEL SCHIAVONE & SONS, a corporation duly established by law with an office at North Haven, Connecticut, all the rights, title and interest which NATIONAL METAL CONVERTERS OF LEEDS, INC. has in three agreements between MAINE CENTRAL RAILROAD COMPANY, a Maine corporation with an office at Portland, Maine and said NATIONAL METAL CONVERTERS OF LEEDS, INC., dated and listed below, subject nevertheless to the terms and conditions contained in said agreements:

Agreement Dated

Facility

| | |
|-------------------|---|
| February 1, 1969 | Lease of two parcels of land and permit to use a driveway at Libby's Pit in Leeds, Maine. |
| April 27, 1970 | Permit to use a temporary crossing over Track No. 8 at Libby's Pit in Leeds, Maine. |
| September 1, 1970 | Lease of 350 feet of Track No. 6 at Libby's Pit in Leeds, Maine. |

Said assignment to be effective on the 28th day of February, 1976.

MICHAEL SCHIAVONE & SONS, a corporation duly established by law with an office at North Haven, Connecticut hereby accepts the assignment of the above stated three agreements, copies of which are attached hereto and made a part hereof, subject to all the terms and conditions therein set forth and further covenants and agrees to and with MAINE CENTRAL RAILROAD COMPANY to keep and perform from February 28, 1976, all of the covenants of said agreements therein mentioned to be kept and performed by said NATIONAL METAL CONVERTERS OF LEEDS, INC. as if it, MICHAEL SCHIAVONE & SONS had been originally named as covenantor therein.

MAINE CENTRAL RAILROAD COMPANY, a Maine corporation with an office at Portland, Maine, being party to the above stated three agreements between said MAINE CENTRAL RAILROAD COMPANY and NATIONAL METAL CONVERTERS OF LEEDS, INC., hereby consents to assignment of said agreements to MICHAEL SCHIAVONE & SONS, subject to all conditions and terms set forth in said agreements.

IN WITNESS WHEREOF, NATIONAL METAL CONVERTERS OF LEEDS, INC., has caused this instrument to be signed by Harold Singel its Pres hereunto duly authorized, on the 28th day of February, 1976

WITNESS:

Edward M. Nelson

NATIONAL METAL CONVERTERS OF LEEDS, INC.

By Harold Singel
(Title) Pres.

IN WITNESS WHEREOF, MICHAEL SCHIAVONE & SONS, has caused this instrument to be signed by Joel Schiavone its Executive Vice President hereunto duly authorized, on the 28th day of February, 1976

WITNESS:

[Signature]

MICHAEL SCHIAVONE & SONS

By [Signature]
(Title) Exec. V.P.

IN WITNESS WHEREOF, MAINE CENTRAL RAILROAD COMPANY has caused this instrument to be signed by J. R. McFarlane, its Manager-Industrial Development, Real Estate and Taxation, hereunto duly authorized, on the 28th day of February, 1976.

WITNESS:

J. E. Harding

MAINE CENTRAL RAILROAD COMPANY

By [Signature]
Manager-Industrial Development,
Real Estate and Taxation

FORM APPROVED: [Signature]

EXECUTION APPROVED: [Signature]

Appendix D
Lease and Other Information
Pertaining to Doran-Maine, Inc.

NCROFT & MARTIN INC.



27 Main Street • SOUTH PORTLAND, MAINE 04106 • 207-778-6677

797-5571

January 17, 1972

Maine Central Railroad Co.
222 St. John Street
Portland, Maine

Attention: Real Estate Department

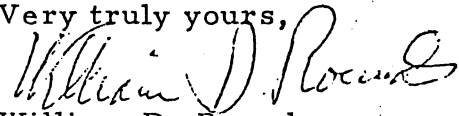
Gentlemen:

Reference is made to the lease agreement dated August 1, 1962, between the railroad and this company for a parcel of land at Libby's Pit in the Town of Leeds, Maine. The lease expires August 1, 1972, and, under the terms of the lease, the lessee has the right to renew for an additional ten year term by giving written notice to the lessor at least six (6) months prior to the end of the term.

This letter will serve as our intention to renew the lease for the additional ten years. We offer to continue to pay an annual rental of \$400 a year for the term of the renewal.

WDR/bh

Very truly yours,


William D. Rounds
Treasurer



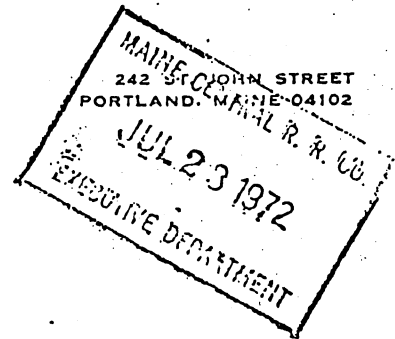
"OUR CUSTOMERS MAKE THE DIFFERENCE"

MAINE CENTRAL RAILROAD COMPANY



J. R. McFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

July 28, 1972



Mr. E. S. Miller
President

Subject: Land Lease to Bancroft & Martin, Inc. - Libbys
Pit

On August 1, 1962, a 10 year lease was executed with Bancroft & Martin for 16 acres of land at Libbys Pit in the Town of Leeds, Maine. The lease provides for an option to renew for 10 years subject to negotiation on the rent. Bancroft & Martin gave their required six months' notice of their desire to renew and said they would be willing to pay the same annual rental..

As you know, the property is used in connection with their manufacture of concrete pipe, concrete blocks and related items. So far this year they have received 11 cars of cement, wire, cinders and other building materials.

\$1,000

Vital statistics follow:

1. The original rent was \$400. per year, plus taxes.
2. MEC Book Value of land \$438.29.
3. Town assessed value \$202.32 which the Town considers 100 per cent of market value.
4. 1971 taxes were \$6.47.
5. 1972 taxes will be \$5.13.

I recommend we increase the land rent to \$500. per year plus taxes for the 10 year renewal period. Please advise of your approval so the new papers may be prepared.

Discussed w/ E.S.M.
7/31/72. T.M.P.
10/10/72 & forward J.R.

J. R. McFarlane
J. R. McFARLANE

DORAN-MAINE, INC.

ROUTE 106

NORTH LEEDS, MAINE 04263

November 28, 1978

Maine Central Railroad Co.
232 St. John Street
Portland, Me.

Attention: Treasurer
Re: Land Lease - Leeds, Maine

Doran-Maine, Inc., has recently purchased the concrete pipe plant facilities of Bancroft & Martin Inc. at Leeds, Maine. We understand from Bancroft & Martin that they have been leasing adjacent property owned by Maine Central Railroad for storage at an annual charge of \$650.

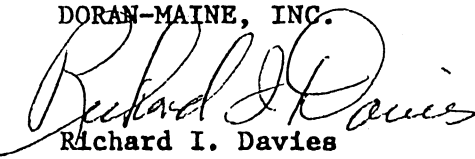
As we plan to continue the business we would like to maintain the same arrangement.

Should you agree please endorse the enclosed copy for our files. Enclosed also find our check No. 312 totaling \$650, for lease term per your Invoice No. 08030-510-09168.

Should you have any questions regarding the foregoing or if we can be of any other service to you please feel free to contact me at your convenience.

Respectfully,

DORAN-MAINE, INC.



Richard I. Davies

Vice President & General Manager

Accepted

Title

Maine Central Railroad

RID/lhs



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

January 16, 1979

Mr. William D. Rounds, Treasurer
Bancroft & Martin, Inc.
27 Main Street
South Portland, Maine 04106

Dear Mr. Rounds:

We have been notified by Mr. Richard I. Davies, Vice President and General Manager of Doran-Maine, Inc., that they have purchased your concrete pipe plant at Libbys Pit in Leeds, Maine.

Our records indicate that we have three agreements with you covering the lease of railroad owned land for your plant and maintenance and operation of Track No. 8 serving the plant.

Our Law Department has asked us to prepare a three-party agreement which assigns the three agreements from Bancroft & Martin, Inc. to Doran-Maine, Inc., and indicates that the Maine Central Railroad Company consents to the assignment.

The assignment is effective retroactively as of August 1, 1978, date to which rent of the land was last paid by Bancroft & Martin, Inc. (rent for the period August 1, 1978 through July 31, 1979 has been paid by Doran-Maine, Inc.).

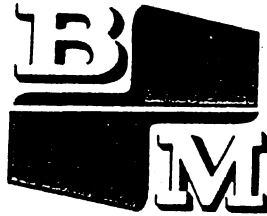
The assignment agreement is enclosed herewith in triplicate. Please complete the bottom portion of page one on all three copies of the agreement, have page two of all three copies signed by an authorized officer of the company, insert his title beneath his signature, have his signature witnessed on line directly opposite it, and return all three copies of the agreement to me for execution by Doran-Maine, Inc. and completion by the Railroad. An executed copy of the assignment will be returned to you for your records.

Very truly yours,

JRM/LEH/bjs
RF

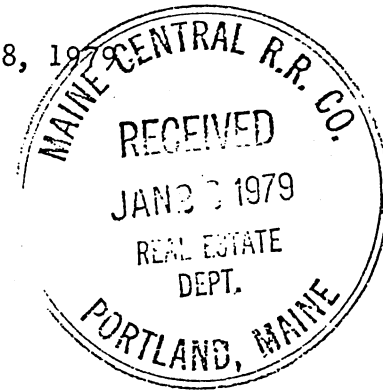
enc.

BANCROFT & MARTIN INC.



27 Main Street • SOUTH PORTLAND, MAINE 04106 • 207-799-8571

January 18, 1979



Maine Central Railroad Company
242 St. John Street
Portland, Maine 04102

Attention: Mr. J. R. McFarlane

Gentlemen:

As requested in your letter of January 16, 1979, enclosed are three executed copies of the assignment agreement in connection with the sale of our concrete pipe plant at Libbys Pit in Leeds, Maine to Doran-Maine, Inc.

bh
encls.

Very truly yours,

Bruce Murray
Bruce Murray
Vice President

RR Copy

KNOW ALL MEN BY THESE PRESENTS THAT BANCROFT & MARTIN, INC., a Maine corporation with an office at South Portland, Maine, in consideration of One Dollar (\$1.00) and other good and valuable considerations, does hereby sell, assign, transfer and set over unto DORAN-MAINE, INC., a corporation duly established by law with an office at North Leeds, Maine, all the rights, title and interest which BANCROFT & MARTIN, INC., has in three agreements between MAINE CENTRAL RAILROAD COMPANY, a Maine corporation with an office at Portland, Maine and said BANCROFT & MARTIN, INC., dated and listed below, subject nevertheless to the terms and conditions contained in said agreements:

| <u>Agreement Dated</u> | <u>Facility</u> |
|------------------------|--|
| May 17, 1956 | Construction and maintenance of Track No. 8 at Libby's Pit in Leeds, Maine. |
| August 1, 1962 | Lease of Railroad land at Libby's Pit in Leeds, Maine. |
| May 4, 1973 | Letter agreement establishing annual rental for Railroad land at Libby's Pit in Leeds, Maine, for the period August 1, 1972 through July 31, 1982. |

Said assignment to be effective retroactively as of the 1st day of August, 1978.

DORAN-MAINE, INC., a corporation duly established by law with an office at North Leeds, Maine, hereby accepts the assignment of the above stated three agreements, copies of which are attached hereto and made a part hereof, subject to all the terms and conditions therein set forth and further covenants and agrees to and with MAINE CENTRAL RAILROAD COMPANY to keep and perform from August 1, 1978, all of the covenants of said agreements therein mentioned to be kept and performed by said BANCROFT & MARTIN, INC., as if it, DORAN-MAINE, INC., had been originally named as covenantor therein.

MAINE CENTRAL RAILROAD COMPANY, a Maine corporation with an office at Portland, Maine, being party to the above stated three agreements between said MAINE CENTRAL RAILROAD COMPANY and said BANCROFT & MARTIN, INC., hereby consents to assignment of said agreements to DORAN-MAINE, INC., subject to all conditions and terms set forth in said agreements.

IN WITNESS WHEREOF, BANCROFT & MARTIN, INC., has caused this instrument to be signed by Bruce Murray its Vice President hereunto duly authorized, on the 18th day of January, 1979.

Page 2.

WITNESS:

Bruce Harrington

BANCROFT & MARTIN, INC.

By Bruce Murray
(Title) Vice President

IN WITNESS WHEREOF, DORAN-MAINE, INC., has caused this instrument to be signed by Richard I. Davies its Vice President hereunto duly authorized, on the 31 day of January, 1979.

WITNESS:

Louise H. Stowell

DORAN-MAINE, INC.

By Richard I. Davies
(Title) Vice President

IN WITNESS WHEREOF, MAINE CENTRAL RAILROAD COMPANY has caused this instrument to be signed by J. F. Gerity, its President, hereunto duly authorized, on the 31st day of January, 1979.

WITNESS:

J. F. Gerity

MAINE CENTRAL RAILROAD COMPANY

By J. F. Gerity
President

Form Approved: LSJ

Execution Approved: LSJ



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

January 22, 1979

Mr. Richard I. Davies
Vice President & General Manager
Doran-Maine, Inc.
Route 106
North Leeds, Maine 04263

Dear Mr. Davies:

Pursuant to my letter dated January 16, 1979, I am enclosing an agreement, in triplicate, which assigns three agreements between Maine Central Railroad Company and Bancroft & Martin, Inc. to Doran-Maine, Inc. covering lease of railroad land for a concrete pipe plant at Libbys Pit in Leeds, Maine and maintenance and operation of Track No. 8 serving the plant.

Bancroft & Martin, Inc. have completed their portion of the three-party assignment agreement.

Please complete the center portion of page two on all three copies of the agreement, have all three copies signed by an authorized officer of the company, insert his title beneath his signature, have his signature witnessed on line directly opposite it, and return all three copies of the agreement to me for execution by the Railroad. An executed copy of the assignment will be returned to you for your records.

Very truly yours,

JRM/LEH/bjs
RF

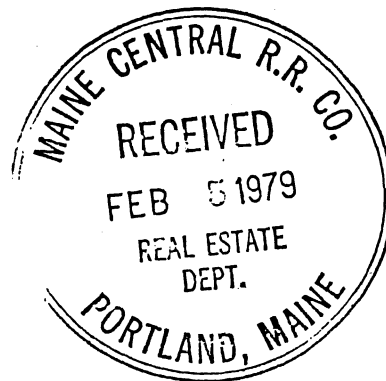
enc.

DORAN-MAINE, INC.

ROUTE 106

NORTH LEEDS, MAINE 04263

January 31, 1979




Mr. J.R. McFarlane
Maine Central Railroad Co.
242 St. John Street
Portland, Me. 04102

Dear Sir:

Enclosed are executed copies of the assignment of the lease of the Libby's Pit Property from Bancroft & Martin, Inc. to Doran-Maine, Inc., as requested in your letter of January 22, 1979.

Very truly yours,

DORAN-MAINE, INC.


Richard I. Davies
Vice President

RID/lhs

MAINE CENTRAL RAILROAD COMPANY

Portland, Maine
February 5, 1979

Mr. J. F. Gerity:

On August 1, 1962, the Railroad leased to Bancroft & Martin 16.07 acres of land at Libbys Pit for a period of ten years with the right to renew for an additional ten-year period. The lease is presently in the renewal period. Annual rental is \$650.00 plus taxes. The lessee is permitted to assign the premises with the written consent of the lessor.

Bancroft & Martin's concrete pipe plant at Libbys Pit has been sold to Doran-Maine, Inc. A suitable assignment agreement has been prepared by this office under the direction of our Law Department. Three copies of this agreement have been executed by officers of Bancroft & Martin, Inc. and Doran-Maine, Inc. The three copies are attached herewith for execution on behalf of the Maine Central Railroad.

If you will please sign all three copies and return same to me, I will handle the matter to a conclusion.

J. ~~R~~ McFARLANE

9
JRM/bjs
RF

enc.



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

February 12, 1979

Mr. Bruce Murray
Vice President
Bancroft & Martin, Inc.
27 Main Street
South Portland, Maine 04106

Mr. Richard I. Davies
Vice President & General Manager
Doran-Maine, Inc.
Route 106
North Leeds, Maine 04263

Gentlemen:

Enclosed to each of you is an executed copy of an agreement which assigns three agreements between Maine Central Railroad Company and Bancroft & Martin, Inc. to Doran-Maine, Inc. covering lease of railroad land for a concrete pipe plant at Libbys Pit in Leeds, Maine and maintenance and operation of Track No. 8 serving the plant, the assignment being effective retroactively as of August 1, 1978.

Very truly yours,

JRM
4

JRM/LEH/bjs
RF

enc.

bcc: Mr. J. Michaels - Herewith Form E 121 No. 9769 and
Form E 122 No. 8098 transferring
annual rental account to Doran-
Maine, Inc.

Mr. J. O. Born)
Mr. D. G. Wolfe } - Copy of assignment herewith.
Agent, Leeds)

Mr. W. T. Brownell }
Mr. R. L. Baker } - For your information and file.

Agreement Folders (2)
File



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

February 12, 1979

Mr. Richard I. Davies
Vice President & General Manager
Doran-Maine, Inc.
Route 106
North Leeds, Maine 04263

Dear Mr. Davies:

Agreements covering the lease of railroad land at Libbys Pit in Leeds, Maine were assigned from Bancroft & Martin, Inc. to Doran-Maine, Inc. effective as of August 1, 1978. The land lease requires the lessee to reimburse the Railroad for real estate taxes.

I am, therefore, enclosing our Bill No. 2-901-034 in the amount of \$243.60 covering real estate taxes on the leased land for the period August 1, 1978 through March 31, 1979.

Please send your check in the amount of \$243.60 to me for handling with our Accounting Department.

Very truly yours,

JRM

JRM/LEH/bjs
RF

enc.

3/8
paid 2/22
per GKS.



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET
TELEPHONE (207) 773-4711

PORTLAND, MAINE 04102
TELEX 94-4422

J. R. McFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

December 2, 1982

Mr. Richard I. Davies
Vice President
Doran-Maine, Inc.
Route 106 RR 1, Box 2309
Leeds, ME 04263

Dear Mr. Davies:

Enclosed is an executed copy of an agreement covering the lease of a portion of our Libby's Pit in Leeds.

The agreement commences retroactively as of August 1, 1982, date the former agreement expired, and continues in force until terminated by either party on sixty days' written notice.

Very truly yours,

J. R. McFarlane

JRM/LEH/bjs
RF

end.

bcc: Mr. K. C. Austin - Herewith Form E 121 No. 10090 and check covering first year's rent.

→ Mr. J. O. Born)
Mr. D. G. Wolfe) - Copy of agreement herewith.
Agent, Leeds) - Renewal.

Mr. R. L. Baker - For your information and file.

Agreement Folders (2)

[Handwritten signature]
12/7/82

AGREEMENT made the 1st day of December, 1982, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a railroad corporation duly established by law with an office at Portland in the County of Cumberland and State of Maine, hereinafter called the LESSOR, and DORAN-MAINE, INC., a corporation duly established by law with an office at North Leeds in the County of Androscoggin and State of Maine, hereinafter called the LESSEE.

WITNESSETH: That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of the LESSEE to be paid and performed, the LESSOR does hereby let, demise and lease unto the LESSEE, a certain lot or parcel of land situated at Libby's Pit, so called in the Town of Leeds, County of Androscoggin and State of Maine, bounded and described as follows:

To determine the point of beginning start at the intersection of the southwesterly side line of County Road with the northwesterly side line of land of the LESSOR, said northwesterly side line extending South $43^{\circ} 51'$ West from the base line of location of the LESSOR at Valuation Station 1501+86.34 as shown on Valuation Section 5, Sheet 29, of the Federal Valuation Survey of the LESSOR; thence South $43^{\circ} 51'$ West along said northwesterly side line of the LESSOR a distance of three hundred and seventy-five (375) feet to the point of beginning.

Thence southeasterly along a line at right angles to said northwesterly side line a distance of six hundred and ten (610) feet to a point;

Thence South $43^{\circ} 51'$ West along a line six hundred and ten (610) feet southeasterly from and parallel with said northwesterly side line of land of the LESSOR a distance of fifty (50) feet to a point;

Thence northwesterly along a line at right angles to said parallel line three hundred five (305) feet to a point;

Thence South $43^{\circ} 51'$ West along a line three hundred and five (305) feet southeasterly from and parallel with said northwesterly side line of land of the LESSOR a distance of one thousand ninety-seven and one-half (1097.5) feet, more or less, to the westerly side line of land of the LESSOR;

Thence northerly along said westerly side line a distance of three hundred and seventy (370) feet, more or less, to the aforesaid northwesterly side line of land of the LESSOR;

Thence North $43^{\circ} 51'$ East a distance of nine hundred and twenty-five (925) feet, more or less, to the point of beginning.

The LESSEE is also hereby permitted to use a driveway over other land of the LESSOR for access to the above described premises from public highway.

Said land is located as shown outlined in red color on a plan hereto attached and made a part hereof.

The term of this lease shall begin retroactively as of August 1, 1982, and shall continue until terminated by either party by written notice to be given to the other party at least sixty (60) days prior to the day of termination.

1. Said LESSEE covenants and agrees to pay rent to the LESSOR at the initial annual rate of Seven Hundred Dollars (\$700.00) for the premises hereby leased, said rent to be paid annually in advance on the 1st day of August, commencing August 1, 1982. Annual rental for the second and subsequent years of this agreement shall be determined by the Bureau of Labor Statistics Consumer Price Index, "All Items, All Urban Consumers."

New annual rent shall be determined by multiplying the previously established annual rent by the most recent annual index and dividing this product by the annual index of one year earlier than the most recent one, provided, however, that the annual rent for the subsequent years shall be not less than Seven Hundred Dollars (\$700.00).

2. The LESSEE shall have the right to construct, erect and maintain, at its own expense, upon the demised premises such buildings, structures or other installations as it in its sole discretion may determine for its general business. Such building, structure or other installation shall not interfere with or be detrimental to use of adjacent land of the LESSOR for railroad purposes.
3. The LESSEE covenants and agrees to pay all taxes and assessments, ordinary and extraordinary, general and specific, which may be levied or assessed on all buildings, structures or other facilities and on all improvements and all personal property thereon while this lease shall remain in force. The LESSEE also agrees to reimburse LESSOR annually for taxes assessed by the Town of Leeds on said leased land upon receipt of notice from LESSOR of amount due.
4. The LESSEE shall not install, construct or completely reconstruct any building, structure or other object, nor permit any material to be placed above the top of rail within the space five feet eight inches (5'8") outside the nearest rail of any straight portion of track (or an additional one inch (1") for each degree of curve on curve), or within the space twenty-two feet (22') above the plane of the tops of rails. Exceptions to the above clearance requirements shall be permitted only upon written

authority of the Chief Engineer of the LESSOR and compliance with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such tracks without a separate agreement to cover the same.

5. The LESSEE shall, at its own expense, keep said driveway free from snow and ice insofar as is necessary to make it suitable for its own use.
6. Any building, structure or other installation shall be and remain personal property and belong to the LESSEE and may be removed by the LESSEE from the premises at any time before or within sixty (60) days after termination of this lease and if not so removed within said time, the title thereto shall vest in the LESSOR without the payment of any consideration therefor to the LESSEE.

The LESSEE covenants and agrees, in case it removes any such buildings, structures, or other installations to leave said premises in a good and neat condition. If in the opinion of the Chief Engineer of the LESSOR, the expense of removal of any building or other structures erected on the demised premises and not removed by the LESSEE within sixty (60) days after termination of this lease, would be greater than the value of such buildings, structures or other installations, the LESSEE agrees to pay the LESSOR for the expense of removing such buildings, structures or other installations and restoring the premises to their original condition, less salvage, if any.

7. Said LESSEE covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have or make any claim upon the LESSOR for any damage to any building, structure or other installation, any part of which is on said leased land and/or to any property stored in or on said building, structure or other installation or on said demised land from fire, however caused. Said LESSEE further covenants and agrees to indemnify the LESSOR and save it harmless from any claim that may arise or be made for death, injury, loss or damage however caused, to the LESSEE or to its employees or property and/or to the LESSOR or to its employees or property and/or to other persons or their property on or in connection with use and occupation of said land hereby leased or in any way referable to use of the access area and driveway.
8. And said LESSEE does covenant to quit and deliver up the said premises to the LESSOR or any person duly authorized by it, peaceably and quietly at the end of the term aforesaid, in as good order and condition as the same now are, and not to make or suffer any waste thereof; and that said LESSEE will not assign or underlet the premise or any part thereof without the written consent of the LESSOR.

9. PROVIDED ALWAYS, and these presents are upon the condition that if such rent, or any part thereof, shall at any time be in arrears or unpaid or if the LESSEE shall at any time fail or neglect to perform or observe any of the covenants, conditions, or agreements herein contained and on its part to be performed and observed, or if the LESSEE shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case it shall be lawful for the LESSOR or any person or persons duly authorized by it in that behalf, without any formal notice or demand, to enter into and upon the said leased premises, or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the said LESSEE and those claiming under it, and remove its effects (forcibly, if necessary), without being taken or deemed guilty of any manner of trespass, and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the LESSOR in respect to any antecedent property or any of the covenants by the said LESSEE hereinbefore contained, and that upon entry as aforesaid the said term shall cease and be ended.
10. The covenants and conditions contained herein shall apply to and bind the successors and assigns of the parties hereto.
11. This agreement is made subject to the terms and conditions of the pertinent mortgage indentures and supplements thereto placed upon said premises by the LESSOR and/or to the terms and conditions of mortgage indentures and amendments thereto on said premises assumed by the LESSOR.

Signed the day and year first above written.

WITNESS:

J. E. Harding

MAINE CENTRAL RAILROAD COMPANY

By

M. F. Clark
Manager-Industrial Development
Real Estate and Taxation

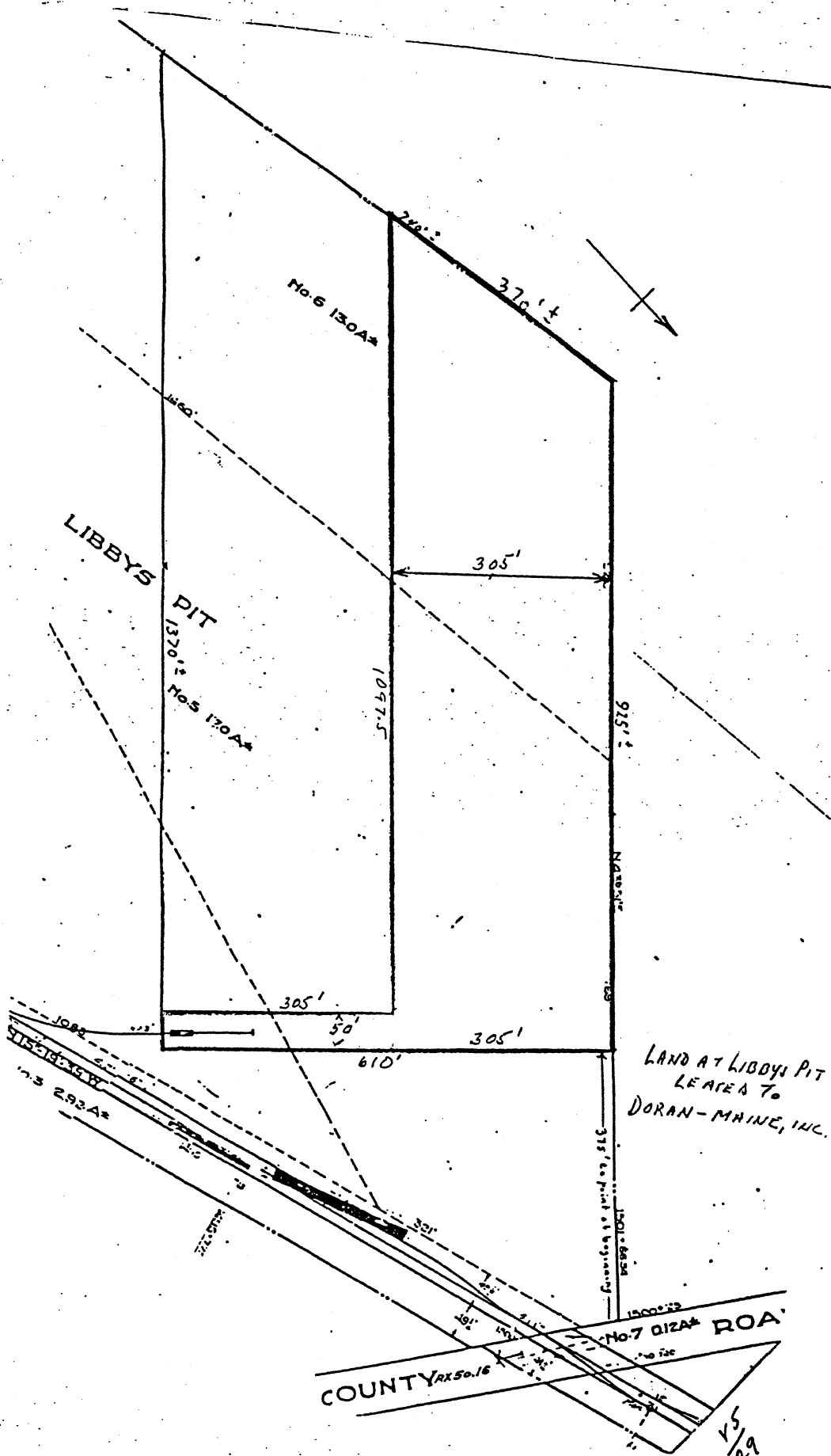
WITNESS:

Louise H. Stowell

DORAN-MAINE, INC.

By

Richard D. Davis
(title)
Vice President



AGREEMENT made the 1st day of August, 1962, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland, Cumberland County, Maine, hereinafter called LESSOR, and BANCROFT & MARTIN ROLLING MILLS COMPANY, a Maine corporation with an office at South Portland, Cumberland County, Maine, hereinafter called LESSEE.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of the LESSEE to be paid and performed, the LESSOR does hereby let, demise and lease unto the LESSEE a certain lot or parcel of land at Libby's Pit, so called, in the Town of Leeds, County of Androscoggin and State of Maine, bounded and described as follows:

To determine the point of beginning start at the intersection of the southwesterly side line of County Road with the northwesterly side line of land of the LESSOR, said northwesterly side line extending South $43^{\circ} 51'$ West from the base line of location of the LESSOR at Valuation Station 1501+86.34 as shown on Valuation Section 5, Sheet 29, of the Federal Valuation Survey of the LESSOR; thence South $43^{\circ} 51'$ West along said northwesterly side line of the LESSOR a distance of three hundred and seventy-five (375) feet to the point of beginning;

Thence southeasterly along a line at right angles to said northwesterly side line a distance of six hundred and ten (610) feet to a point;

Thence South $43^{\circ} 51'$ West along a line six hundred and ten (610) feet southeasterly from and parallel with said northwesterly side line of land of the LESSOR a distance of thirteen hundred and seventy (1370) feet, more or less, to the westerly side line of land of the LESSOR;

Thence northerly along said westerly side line a distance of seven hundred and forty (740) feet, more or less, to the aforesaid northwesterly side line of land of the LESSOR;

Thence North $43^{\circ} 51'$ East a distance of nine hundred and twenty-five (925) feet, more or less, to the point of beginning.

The LESSEE is also hereby permitted to use a driveway over other land of the LESSOR for access to the above described premises from public highway.

TO HAVE AND TO HOLD the above described premises for a term of ten (10) years from the 1st day of August, 1962.

The LESSEE agrees to pay to the LESSOR as rent for the premises hereby leased the sum of four hundred dollars (\$400.00) annually in advance on the first day of August in every year during the term hereof.

" The LESSEE shall have the right to renew this lease for an additional ten (10) year term upon giving written notice to the LESSOR of its intention to renew at least six (6) months prior to the end of the term hereof. Said renewal term shall be upon the same terms and conditions with the exception of rent which shall be determined as follows:

Immediately upon notice of the LESSEE'S intention to renew, as hereinabove provided, the parties hereto shall confer and shall endeavor to agree upon the rent to be charged and paid by the LESSEE to the LESSOR during the aforesaid renewal term; and if said parties are unable, within thirty (30) days, to agree on the amount of rental to be charged during said renewal, the question as to the amount to be charged and paid shall be submitted to an impartial Board of Arbitration to be composed of three members, one to be chosen by the LESSOR, one to be chosen by the LESSEE, and the two so chosen to select a third member. The decision in writing by said Board of Arbitration so selected as to such rent for the renewal of the term hereof shall be final, conclusive and binding upon both the LESSOR and the LESSEE. "

The LESSEE may erect buildings or other structures upon the said premises for the purpose of its general business.

The LESSEE agrees to pay all taxes and assessments whatsoever which may be payable for said land hereby leased or for or in respect of any buildings or structures erected and/or maintained upon the said premises, or any part thereof by the LESSEE during the continuance of this lease.

Said LESSEE may remove said buildings or structures from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof; provided, however, that the LESSEE shall clean up the premises and leave same in a neat and orderly condition after such removal. Any building or structure not so removed during the term of this lease or within sixty (60) days after the expiration of this lease or any extension of the term hereof shall become the property of the LESSOR.

The LESSEE covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have or make any claim upon the LESSOR for any damage to any building or structure, any part of which is in or on said leased land, and/or to any property stored in or on said building or structure, any part of which is on said leased land, and/or to any property stored in or on said leased land from fire, however caused; and further covenants and agrees to indemnify the LESSOR and save it harmless from any claim that may arise or be made for death, injury, loss or damage, however caused, to the LESSEE or to its employees or property and/or to employees or property of the LESSOR and/or to other persons or their property on or in connection with said use and occupation of said leased land, or in any way referable to the use of said driveway.

The LESSEE does covenant to quit and deliver up the said premises to the LESSOR, or any person duly authorized by it, peaceably and quietly at the end of the term aforesaid, in as good order and condition as the same are or may be put into by the LESSOR and will not make or suffer any waste thereof; and that the said LESSEE will not assign or underlet the premises or any part thereof without the written consent of the LESSOR; and that the LESSOR may enter to expel the said LESSEE if the LESSEE shall fail to pay the rent as aforesaid, whether said rent be demanded or not, or if the said LESSEE shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LESSOR at the end of said term or any extension of said term in manner aforesaid, or shall violate any of

the covenants in this lease by said LESSEE to be performed.

The covenants and conditions herein shall apply to and be binding upon the successors or assigns of the parties hereto.

This agreement is made subject to the terms and conditions of the pertinent mortgage indentures placed upon said premises by the LESSOR and/or the terms and conditions of mortgage indentures on said premises assumed by the LESSOR.

IN WITNESS WHEREOF, the LESSOR has caused this instrument to be signed and its corporate seal affixed hereto by E. S. Miller, its President, hereunto duly authorized, and the LESSEE has caused this instrument to be signed and its corporate seal affixed hereto by WILLIAM D. ROUNDS its TREASURER hereunto duly authorized, both on the day and year first above written.

Witness:

Robert A. Woodell

MAINE CENTRAL RAILROAD COMPANY

By Edmund Miller
President

Witness:

Reynold Harrington

BANCROFT & MARTIN ROLLING MILLS COMPANY

By William D. Rounds

STATE OF MAINE

Cumberland County ss

August 15, 1962

Then personally appeared the above named E. S. Miller and acknowledged the foregoing instrument to be the free act and deed of the MAINE CENTRAL RAILROAD COMPANY,

Before me,

Leota W. Lally
Notary Public

Approved as to form

Approved as to Execution

lls

lls

Appendix E
Lease and Other Information
Pertaining to Leeds Metals, Inc.



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET
TELEPHONE (207) 773-4711

PORTLAND, MAINE 04102
TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

January 10, 1980

Libby P.A.

Mr. Stephen Erb
Route 106
North Leeds, Maine 04262

Dear Mr. Erb:

Attached please find a fragment of our valuation plan showing two land areas which the Railroad proposes to lease to you and your brothers. The parcel of land at your office and truck scales contains 20,000 sq. ft. or 0.46 acres. The balance of the land to be leased encompasses the several piles of insulation, etc., and has about 500 ft. of frontage along our sidetrack. This area contains 6.03 acres for a total lease of 6.49 acres. The Railroad is willing to lease this area to you, using our standard land lease form which can be cancelled by either party on 60-day notice. Land rent for the first year will be \$400.00 per month, plus an escrow of \$75.00 per month for taxes. Monthly rental during the second and subsequent years will be adjusted annually by applying the Bureau of Labor Statistics Consumer Price Index to the previous year's rental.

It is proposed to lease three car lengths on Sidetrack No. 6 for \$135.00 per car length for the first year. As in the land lease, this figure will be adjusted annually by the change in Consumer Price Index of one year over the last.

If you wish to occupy railroad land under the above conditions, please advise and I will have the necessary papers prepared.

Very truly yours,

JRM/bjs
RF

enc.

bcc: Mr. J. O. Born
Mr. R. M. Cote
Mr. A. J. Travis

- Per our several conversations.

14 Jan 80

Letter of Lease and Sidetrack

MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

BARLANE
INDUSTRIAL DEVELOPMENT
ESTATE AND TAXATION

December 21, 1979

| | |
|---|----|
| ENGINEERING DEPT. MAINE CENTRAL RAILROAD CO. | |
| DEC 26 1979 | |
| AM | PM |
| 7 8 9 10 11 12 1 2 3 4 5 6 | |

Fred
Mr. Stephen Erb
Calais Metals
Calais, Maine 04619

Stephen Erb
RE CUB
No Leads Me. 04262
per JRM
2/20/80

Dear Mr. Erb:

Attached please find a fragment of our valuation plan showing two land areas which the Railroad proposes to lease to you and your brothers. The parcel of land at your office and truck scales contains 20,000 sq. ft. or 0.46 acres. The balance of the land to be leased encompasses the several piles of insulation, etc., and has about 500 ft. of frontage along our sidetrack. This area contains 6.03 acres for a total lease of 6.49 acres. The Railroad is willing to lease this area to you, using our standard land lease form which can be cancelled by either party on 60-day notice. Land rent for the first year will be \$400.00 per month, plus an escrow of \$75.00 per month for taxes. Monthly rental during the second and subsequent years will be adjusted annually by applying the Bureau of Labor Statistics Consumer Price Index to the previous year's rental.

It is proposed to lease three car lengths on Sidetrack No. 6 for \$135.00 per car length for the first year. As in the land lease, this figure will be adjusted annually by the change in Consumer Price Index of one year over the last.

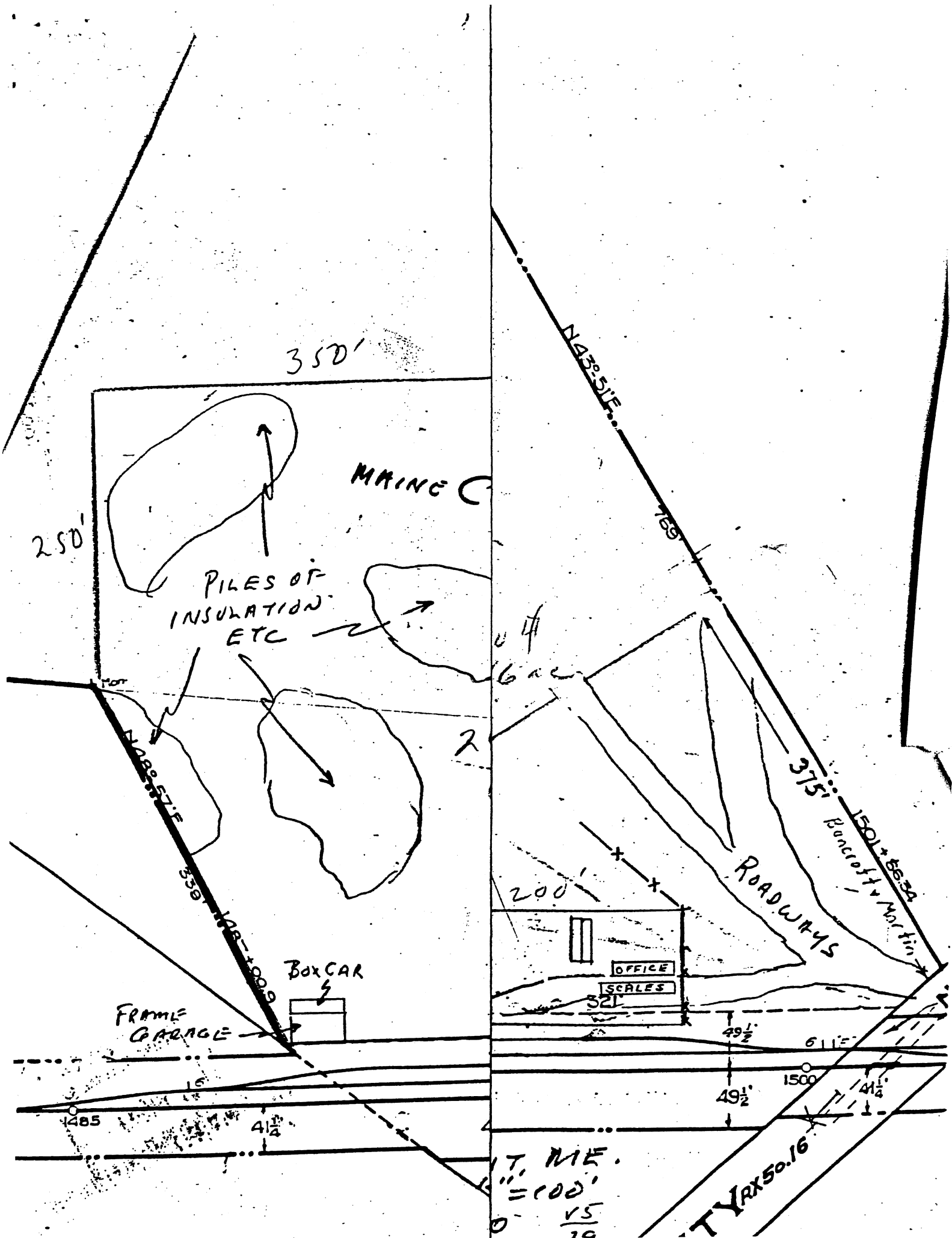
If you wish to occupy railroad land under the above conditions, please advise and I will have the necessary papers prepared.

Very truly yours,

JRM/bjs
RF

enc.

bcc: Mr. J. O. Born
Mr. R. M. Cote } - Per our several conversations.
Mr. A. J. Travis }



T. ME.
1" = 100'
0' 15'
10'

MAINE CENTRAL RAILROAD COMPANY

~~PORTLAND TERMINAL COMPANY~~

SIDETRACK MAINTENANCE AND OPERATION

AGREEMENT

MADE the 15th day of February in the year nineteen hundred and eighty
in duplicate between the MAINE CENTRAL RAILROAD Company, a corporation duly established
by law, hereinafter called the Railroad, and LEEDS METALS, INC., a corporation duly established
by law with an office at Leeds, Maine,

hereinafter called the Industry.

WITNESSETH, that whereas the Railroad is the owner and the Industry desires to have preferential use of tracks adjoining its
occupied premises for the more economical and convenient conduct of its business at Libby's Pit, in Leeds, Maine,

described as follows: Said track is a portion of a sidetrack of the Railroad known as
Track No. 6 beginning about 230 feet easterly of the point of switch of said track
and extending easterly 150 feet.

Said direction is Railroad direction.

Said tracks are located as shown in green color on a plan hereto attached and made a part hereof.

WHEREAS, the operation of cars and engines over said tracks at other than the regularly established station facilities of the
Railroad involves the risk of damage to or destruction of property and injury to or death of persons;

NOW, THEREFORE, in consideration of the above premises, the covenants and agreements herein contained to be kept and
performed by the parties hereto, and of the payments hereinafter to be made, it is mutually agreed that the said tracks shall be
maintained and operated under the following terms and conditions:

RIGHT OF WAY.

1. The Industry shall, if tracks are located outside of land of the Railroad, furnish at its own expense all necessary right of
way required for the proper maintenance and operation of said tracks, said right of way to be satisfactory to the Chief Engineer of
the Railroad.

The Railroad shall have the right at all times to enter upon the property of the Industry for the purpose of maintaining and
operating said tracks.

RENTAL.

2. Said Industry covenants and agrees to pay rental to the Railroad at the initial annual rate of Four Hundred
Five Dollars (\$405.00) for use of rails, joints, frogs, switches,
bunters and all other material in place in said tracks, said payment to be made on the 15th day of February
1980. Annual rental for the second and subsequent years of this agreement will be determined by the Bureau of Labor
Statistics Consumer Price Index, "All Items." All Urban Consumers.

New annual rent will be determined by multiplying the previously established annual rent by the most recent annual index and
dividing this product by the annual index of one year earlier than the most recent one.

MAINTENANCE.

3. The Railroad shall maintain said tracks at its expense and the Industry shall at its own expense keep the tracks free from
snow and ice.

The Railroad may disconnect the said tracks or refuse to operate over them when their condition is unsatisfactory.

OWNERSHIP.

4. The title and ownership of said tracks shall be vested as follows: The Railroad is the owner of rails, joints, switches, frogs,
ties and any and all appurtenances of track.

USE.

5. The Railroad shall have the right to use, without cost, the whole or any part of said tracks for general railroad purposes.

The Industry agrees that it will not permit or authorize the use of said tracks by or for the benefit of any other person, firm or
corporation not one of the parties hereto, nor assign this contract or any rights thereunder, without the written consent of the
Railroad.

CHANGES OR ENLARGEMENT.

6. If any change, re-arrangement, extension or enlargement of said tracks, or their structures shall, at any time be required
by reason of any change in the track or tracks of the Railroad, or because of any changes in the operating practice of the Railroad,
or for any other cause, all expense resulting therefrom shall be borne by the Industry unless otherwise mutually agreed upon by the
parties hereto, except that changes and enlargements in weight, section and or character of rails, joints, switches, frogs and other
appurtenances of track structure deemed necessary for any of the above reasons shall be made by the Railroad at its own expense.

CLEARANCES.

7. The Industry shall not install, construct or completely reconstruct any building, structure or other object, nor permit any
material to be placed above top of rail within five feet eight inches (5'-8") of the nearest rail of any straight portion of track (or an
additional one inch (1") for each degree of curve on curve) or lower than twenty-two feet (22') above the plane of the tops of rails.
Exceptions to the above clearance requirements shall be permitted only upon written authority of the Chief Engineer of the
Railroad and compliance with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such
sidetracks without a separate agreement to cover same.

The Industry agrees to indemnify and hold harmless the Railroad for loss, damage or injury to the person or property of the
parties hereto and their employees and to the person or property of any other person or corporation, arising from the location,
existence or maintenance of buildings, structures, objects or materials at less than the minimum side and overhead clearances from
the above described track or tracks as prescribed and ordered by the governmental regulatory body having jurisdiction.

ACCIDENTS.

8. The Industry agrees to exercise the greatest care in the use of said tracks to prevent cars or other obstructions from getting
upon or too close to other tracks and generally to use such means and care as will avoid accidents.

LIABILITY.

9. (a) Fire. The Industry assumes all responsibility for and shall indemnify, hold harmless and defend the Railroad from and
against loss or damage to property of the Industry or to property upon the premises of the Industry or upon said sidetrack arising
from fire caused by the mechanical operation of locomotives or the movement of rolling stock while serving Industry, including
expenses and attorneys' fees, regardless of whether or not said loss or damage is caused, in whole or in part, by the actionable
negligence of the Railroad, its agents or employees; provided, however, that the Industry shall have no responsibility to indemnify
the Railroad for loss or damage by fire as aforesaid to the property of the Railroad, or to locomotives and rolling stock belonging
to the Railroad or to third parties, or to shipments then in the common carrier custody of the Railroad, unless such loss or damage
is caused by actionable negligence on the part of the Industry, its agents or employees.

(b) Other Liability. Except as herein otherwise specifically provided, in respect of all loss or damage to property (other
than by fire as aforesaid) and/or in respect of injury to or death of persons caused by or in connection with the construction, opera-
tion, maintenance, use, presence or removal of said sidetrack, as between the parties hereto:

(i) the Railroad shall assume responsibility for and hold the Industry harmless and defend the Industry from all losses (including claims for injuries to employees of the Industry or of the Railroad), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Railroad, its agents or employees, solely or in conjunction with a third person;

(ii) the Industry shall assume responsibility for and hold the Railroad harmless and defend the Railroad from all losses (including claims for injuries to employees of the Industry or of the Railroad), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Industry, its agents or employees, solely or in conjunction with a third person;

(iii) the parties hereto shall equally bear all losses (including claims for injuries to employees of the Industry ^{or} of the Railroad), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the joint or concurring actionable acts or omissions of both parties hereto, their respective agents or employees; and

(iv) notwithstanding anything contained in this Section 9 (b), and irrespective of any joint or concurring negligence of the Railroad, the Industry assumes sole responsibility for and agrees to indemnify, save harmless and defend the Railroad from and against all claims, actions or legal proceedings arising, in whole or in part, from the failure of the Industry to comply with clearance requirements set forth in Section 7 hereof; provided, however, that knowledge on the part of the Railroad of a violation of the clearance requirements of Section 7, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve the Industry of its obligation to indemnify the Railroad for losses and claims resulting from any such violation.

DISCONTINUANCE.

10. The Industry shall assume and bear any and all loss or damage sustained by it in consequence of any temporary or permanent elimination of said tracks due to the relocation or change in the grade of the track or tracks of the Railroad by virtue of any municipal action or otherwise, or in event the disposition of the property of the Railroad or its future use or development shall make it impracticable in the judgment of said Chief Engineer to continue its operation, the Industry hereby waives any and all claims therefor.

CANCELLATION, TERMINATION AND REMOVAL.

11. This agreement shall be terminable upon thirty (30) days written notice from either party to the other.

Upon termination of this agreement, the Railroad shall have the right to enter upon the property of the Industry and remove any or all of the material owned by the Railroad and shall not be liable to account in any way for any monies paid or expended on account of any of the track or tracks covered by this agreement, nor for any damages resulting from the removal of any or all of the material owned by the Railroad.

12. It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, representatives and successors of the parties hereto.

Signed the day and year first above written.

WITNESS

.....*[Signature]*.....

WITNESS

.....*Roger C. Blackstone*.....

MAINE CENTRAL RAILROAD COMPANY

By *[Signature]*
Manager—Industrial Development,
Real Estate & Taxation

LEEDS METALS, INC.

By *[Signature]* PRES.
(Title)

Form Approved:*SHS*.....

Execution Approved:*SHS*.....



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET
TELEPHONE (207) 773-4711

PORTLAND, MAINE 04102
TELEX 94-4422

J. R. McFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

March 11, 1980

Mr. Stephen Erb
Leeds Metals, Inc.
Route 106
North Leeds, Maine 04262

Dear Mr. Erb:

This will acknowledge receipt of two copies each of a sidetrack maintenance and operation agreement and a land lease agreement between Maine Central Railroad and Leeds Metals, Inc. for use of railroad property at Leeds, Maine (Libby's Pit).

I now enclose for your files one fully executed copy of each agreement.

Very truly yours,

J. R. McFarlane

JRM/bjs
RF

enc. (2)

bcc: Mr. J. Michaels

- Herewith Forms E 121 Nos. 9893 and 9894 setting up billing for land and track rental. Check in amount of \$880. was sent to you March 11, 1980.

→ Mr. J. O. Born
Mr. D. G. Wolfe
Agent, Leeds Jct. }

- Copy of each agreement herewith.

Mr. W. T. Brownell
Mr. R. L. Baker }

- For your information and file.

Agreement Folders (2)

27/11/80

AGREEMENT made the 15th day of February, 1980, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland, Cumberland County, Maine, hereinafter called the Railroad, and LEEDS METALS, INC., a corporation duly established by law with an office in the Town of Leeds, Maine, hereinafter called the Lessee.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of the Lessee to be paid and performed, the Railroad does hereby let, demise and lease unto the said Lessee two certain lots or parcels of land situated at Libby's Pit in the Town of Leeds, Maine, bounded and described as follows:-

Parcel No. 1 - Beginning at a point in the division line between land of the Railroad and land now or formerly of Orgus Grocer, said point being approximately 30 feet northwesterly of the centerline of a sidetrack of the Railroad known as Track No. 6, as measured along said division line; thence northwesterly along said division line 339 feet, more or less, to a monument; thence northerly 250 feet, more or less, to a point on a line approximately 595 feet northerly of and parallel with said centerline of Track No. 6; thence westerly along said parallel line 350 feet, more or less, to a point; thence southeasterly along a straight line 650 feet, more or less, to a point on a line 25 feet northerly of and parallel with said centerline of Track No. 6; thence westerly along the last mentioned parallel line 520 feet, more or less, to the point of beginning.

Parcel No. 2 - Said land is 100 feet wide northerly and southerly and 200 feet long easterly and westerly. The southerly sideline of said land is 10 feet northerly of and parallel with the centerline of said Track No. 6; the northerly sideline is 100 feet northerly of and parallel with said southerly sideline; the easterly and westerly sidelines are at right angles to said southerly sideline and the westerly sideline extended southerly intersects the base line of location of the Railroad at, or near, Valuation Station 1401+95, Valuation Section 5, Sheet 29 of Federal Valuation Plans.

Said directions are Railroad directions.

Said land is located as shown outlined in red color on a plan hereto attached and made a part hereof.

The Lessee is also hereby permitted to use a driveway over other land of the Railroad for access to said leased land from public roadways. The location of said driveway shall be determined by the Chief Engineer of the Railroad. The Lessee covenants and agrees that it will, at its expense, maintain and keep free from snow and ice said driveway.

1. The term of this lease shall begin on February 15, 1980, and shall continue until terminated by either party by written notice to be given to the other party at least sixty (60) days prior to the day of termination.

2. Said Lessee covenants and agrees to pay to the Railroad at its office in Portland, Maine, the initial annual rental of Four Thousand Eight Hundred Dollars (\$4,800.00). Said rent is to be paid in twelve (12) equal monthly payments of Four Hundred Dollars (\$400.00), commencing February 15, 1980.

3. Annual rental for the second and subsequent years of this agreement shall be determined by the Bureau of Labor Statistics Consumer Price Index, "All Items, All Urban Consumers."

New annual rent for each ensuing year will be determined by multiplying the previously established annual rent by the most recent annual index and dividing this product by the annual index of one year earlier than the most recent one. Provided, however, that no annual rent shall be less than Four Thousand Eight Hundred Dollars (\$4,800.00).

4. The Lessee also agrees to pay in addition to said rental the sum of Seventy-Five Dollars (\$75.00) monthly, commencing February 15, 1980, for payment of municipal property taxes on the land leased. Upon receipt of the tax bill all such monthly payments paid in will be credited against taxes for that year. In event that the amount paid in is less than the taxes assessed, the Lessee will be billed for the balance due. If the amount paid in is more than the taxes assessed, any overpayment will be credited toward taxes for the subsequent year or refunded to the Lessee at the discretion of the Railroad. Upon termination of the agreement, taxes for the year will be prorated as of the termination date and the Lessee will be billed for any balance due or refund will be made for any overpayment for taxes. If there is any substantial increase or decrease in the tax assessment, the amount of the above described monthly payment may be increased or decreased by mutual written agreement of the parties.

It is hereby understood and agreed that the Lessee may erect buildings or other structures or maintain those already upon the premises for the purpose of a scrap metal yard.

5. The Lessee shall not install, construct or completely reconstruct any building, structure or other object, nor permit any material to be placed above top of rail within the space five feet eight inches (5'-8") outside the nearest rail of any straight portion of track (or an additional one inch (1") for each degree of curve on curve) or within the space twenty-two (22) feet above the plane of the tops of rails. Exceptions to the above clearance requirements shall be permitted only upon written authority of the Chief Engineer of the Railroad and compliance

with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such tracks without a separate agreement to cover the same.

6. Said Lessee covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have, or make, any claim upon the Railroad for any damage to any building or structure, any part of which is on said leased land, and/or to any property stored in or on said building or structure or on said leased land, from fire, however caused; and further covenants and agrees to indemnify the Railroad and save it harmless from any claim that may arise or be made for death, injury, loss or damage, however caused, to the Lessee or to its employees or property and/or to employees or property of the Railroad and/or to other persons or their property on or in connection with said use and occupation of said leased land.

7. Said Lessee further hereby covenants and agrees that it will allow no other parties to store merchandise on said leased land and that it will not lease or underlet the whole or any part of the said land to any other party without written permission of said Railroad.

8. Said building, as a further condition, is to be well finished upon the outside, and well painted, the windows and doors tight and all kept in good order, and all rubbish and other combustible materials carefully removed and kept cleaned up around the land and tracks, all to the satisfaction of the Chief Engineer of said Railroad.

If said building is not kept in repair and painted, and/or said rubbish and other combustible materials are not removed and kept cleared up around said land and tracks to the satisfaction of said Chief Engineer, then it is expressly agreed that said Railroad shall have the right to make such repairs, do such painting, and/or remove such rubbish and other combustible materials as may, in its judgment, be necessary and said Lessee covenants and agrees to pay to said Railroad the cost incurred for making such repairs and doing such painting and/or clearing up and removing such rubbish and other combustible materials.

9. Notice to the Lessee of termination hereof may be given either personally, or by mail, or by leaving the same with any person occupying the premises, or by posting the same on some conspicuous place on the premises.

10. Said Lessee may remove said buildings or structures from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof; provided, however, that the Lessee shall clean up the premises and leave same in a neat and orderly condition after such removal. Any such building not so

removed during the term of this lease or within sixty (60) days after the termination of this lease shall become the property of the Railroad.

If, in the opinion of the Chief Engineer of the Railroad, the expense of removal of any buildings or structures erected on the demised premises and not removed by the Lessee within sixty (60) days after termination of this lease would be greater than the value of such buildings or structure, the Lessee covenants and agrees to pay the Railroad for the expense of removing such buildings or structures and restoring the premises to their original condition, less salvage, if any.

11. The Lessee further agrees that in connection with its process of separating metals from the piles of insulation and other materials located on said leased land that Lessee will not deposit the residue from such process on the land hereby leased nor on any other land of the Railroad.

12. PROVIDED ALWAYS, and these presents are upon the condition that if such rent, or any part thereof, shall at any time be in arrears or unpaid or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained and on its part to be performed and observed, or if the Lessee shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case it shall be lawful for the Railroad or any person or persons duly authorized by it in that behalf, without any formal notice or demand, to enter into and upon the said leased premises, or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the said Lessee and those claiming under it, and remove its effects (forcibly, if necessary), without being taken or deemed guilty of any manner of trespass, and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the Railroad in respect to any antecedent property or any of the covenants by the said Lessee hereinbefore contained, and that upon entry as aforesaid the said term shall cease and be ended.

13. Until terminated as hereinbefore provided, this lease shall inure to the benefit of and be binding upon the respective representatives and successors of the parties hereto.

14. This agreement is made subject to the terms and conditions of the pertinent mortgage indentures and supplements thereto placed upon said premises by the Railroad and/or the terms and conditions of mortgage indentures and supplements thereto on said premises assumed by the Railroad.

Signed the day and year first above written.

MAINE CENTRAL RAILROAD COMPANY

Witness

Raymond M. Cote

By

J. J. Farlane
Manager-Industrial Development
Real Estate and Taxation.

LEEDS METALS, INC.

Witness

Roger C. Blackstone

By

Stephen Erb Pres.
(Title)

Form Approved: SHS

Execution Approved: SHS

MAINE CENTRAL RAILROAD COMPANY

PERMIT TO ENTER ON RAILROAD PROPERTY

WHEREAS, Leeds Metals, Inc. No. Leeds, Maine Rt. 106
(Name) (Address)
permission of MAINE CENTRAL RAILROAD COMPANY to enter and be upon or about the right of way,
or other premises, of said Railroad Company at Rumford, Maine for his own
purposes and benefit, and particularly for the purpose of Removing Scrap
Salvage

NOW, THEREFORE, Maine Central Railroad Company hereby grants permission, for a period of
60 days commencing Dec. 15, 1980, subject to cancellation at any time and in no event to
be assignable or transferable, to Stephen E. Leeds Metals Inc.
to enter or be upon or about its right of way, or other premises, at the location described above solely for the
purpose or purposes above enumerated, and no other purpose; provided, however, that this permission shall be
of no force and effect unless and until said permittee duly signs and executes the GENERAL RELEASE which
is hereinafter set forth.

The permission herein granted is on the express condition that said permittee will enter and be upon or
about said right of way, or other premises, of the Railroad Company in such manner and at such times as not
to interfere with the Railroad Company's operations, and said permittee while upon or about said right of
way, or other premises, of said Railroad Company, shall at all times conform to and abide by the rules, regula-
tions, orders or directions of the Chief Engineer or other officer of the Railroad Company having jurisdiction
over said properties or his designated representative, failing which, said permittee shall be subject to be ejected
summarily from the said properties of the Railroad Company without recourse.

Dated: 12/23/80

MAINE CENTRAL RAILROAD COMPANY,

By [Signature]
Manager Industrial Development Real Estate and Taxation

GENERAL RELEASE

In consideration of Maine Central Railroad Company granting to the undersigned the permission more
specifically above described and made a part hereof, the undersigned, well knowing and appreciating the risk
and danger assumed by him and attendant upon his exercise of said permission, and that the Railroad Com-
pany is under no duty or obligation to give him such permission, hereby assumes all risk of injury to his person
(including death) or loss of or damage to his property occurring or arising while or resulting from being upon
or about the said right of way, or other premises, of the said Railroad Company above described, whether due
in whole or in part to the condition or operation, negligent or otherwise, of said right of way, or other premises,
or in whole or in part to the acts or omissions, negligent or otherwise, of the officers, agents, servants, licensees
or invitees of said Railroad Company or otherwise; and the undersigned for himself, his executor or adminis-
trator or assigns and his heirs at law and next of kin, hereby releases and forever discharges said Railroad Com-
pany, its successors and assigns, from any and all claims, demands, damages, actions and causes of action which
the undersigned, his executor or administrator, and his heirs at law or next of kin, have, could or might have
against the said Railroad Company, its successors and assigns, for injury to his person (including death) and
loss of or damage to his property occurring or arising while or resulting from being upon or about said right
of way, or other premises, of the said Railroad Company, whether due in whole or in part to the condition or
operation, negligent or otherwise, of said right of way, or in whole or in part to the acts or omissions, negligent
or otherwise, of the officers, agents, servants, licensees or invitees of said Railroad Company or otherwise.

I have read the above release carefully and understand that I am assuming all risks of every kind as set
forth in said release in exercising the permission above granted.

In the presence of:

Harold Bartlett for MES

Stephen E. Leeds

Permittee

Roland Farley
Paul McLaughlin
Roxie McKeown

CC: ERB-DCE-RLB-HTF



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

J. R. McFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

December 27, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Stephen Erb
Leeds Metals, Inc.
c/o Bronstein & Cohen
River Road
Mexico, ME 04257

Dear Mr. Erb:

This is to advise you that your lease of Railroad land at Libbys Pit in the Town of Leeds, Maine dated February 15, 1980, is hereby cancelled as of December 31, 1982 because of nonpayment of rent and taxes. In accordance with the terms of the agreement, you have sixty (60) days from January 1, 1983 to remove your buildings, truck scale and piles of junk. Any of the effects remaining after the sixty-day period will become the property of the Railroad.

Very truly yours,

JRM/bjs
RF

cc: Mr. Raymond Erb
Brewer Junk Company
35 Spring Street
Brewer, ME 04412

Mr. Carl H. Gowan
Revenue Officer
Internal Revenue Service
P. O. Box 1020
Augusta, ME 04330



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET

PORTLAND, MAINE 04102

TELEPHONE (207) 773-XXXX

TELEX 94-4422

-4264

September 2, 1983

Steven Erb
Leeds Metals, Inc.
P. O. Box 55
Mt. Vernon, Maine 04352

Dear Mr. Erb:

This is to acknowledge the receipt of your August 19, 1983 letter in which you state that Dan Durgin of Gardiner owns the light iron, miscellaneous metals from box car contents, the shaker screen conveyer and parts, the 1954 Mack truck, the steel truck body and the steel dump body; and that Brewer Junk owns the Fairbanks Morse truck, the truck scales, the transformer parts and oil.

If you would refer to my letter of July 19, 1983, Maine Central Railroad Company also requested the basis for the claims of title in the aforementioned property. You or your creditors will have to provide a copy of a bill of sale, motor vehicle registration or some other evidence reasonably calculated to be convincing before said property is released.

It might be further pointed out that the Internal Revenue Service has a lien on the property of Leeds Metals, Inc. While I do not profess to know what position the IRS is taking, if they are satisfied that the property listed in your letter of August 19, 1983 (and listed herein, above) belongs to other people, I will accept the IRS's conclusion.

All matters relating to property owned by third parties must be resolved by the end of September as the railroad has other uses for the real estate in question and must be cleaned out,

Very truly yours,

Stephen H. Shook
General Attorney

SHS/cas

cc; T. C. Perry
J. R. McFarlane ✓

Carl H. Gowan
Revenue Officer
Internal Revenue Service
P. O. Box 1020
Augusta, Maine 04330



August 19, 1983

Mr. J.R. McFarlane
Maine Central Railroad
Manager Industrial Development
Real Estate and Taxation
Portland, Maine 04102

Dear Sir;

Please accept my apology for taking so long to answer your letter. Due to the fact that I have been put of state I was late receiving your prompt reply.

I have been fortunate in this situation between myself and my creditors, to have their understanding. Due to the depressed prices of scrap iron and metals, my creditors have not put great pressure on me in hopes taht the situation could be resolved peacefully.

Listed below are my creditors and their assets at Leeds Metals, Inc.

Dan Durgin, R#3 - Bowman St, Gardiner, Me. 04345 582-7174

INVENTORY

Light Iron, Miscellaneous Metals --Contents of Box Cars
Shaker Screen Conveyer and Parts
1954 Mack Truck
Steel Truck Body
Steel Dump Body

Brewer Junk- Bangor Metals
Spring Street, Brewer, Me. 04412

Fairbanks Morse Truck
Scales
Transformer Parts
Transformer Oil

If any further information is needed please contact me.

CC SH SHOOK
FOR YOUR INFO.
NOW WHAT?
8/29

Steve Erb
P.O. Box 55
Mt. Vernon, Me. 04352



Respectfully,

Steve Erb
Steve Erb
Leeds Metals, Inc.
President

MAINE CENTRAL RAILROAD COMPANY

LAW DEPARTMENT

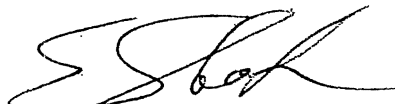
July 15, 1983

Mr. A. N. Tupper
BUILDING

Re: Real Estate at North Leeds formerly occupied by
Steven Erb

Please be advised that the DEP has tested the above
site and found no reason to protect the site from any
further activity.

The site is, therefore, available for any purpose to
which it may be assigned.



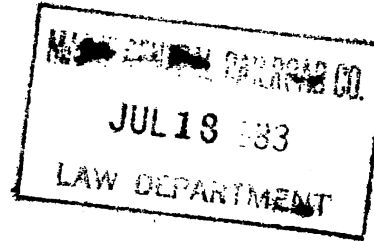
Stephen H. Shook

SHS:ss

cc: T. C. Perry
→ J. R. McFarlane
R. L. Baker



July 15, 1983



Maine Central Railroad Company
J. R. McFarlane
Manager Industrial Development
Real Estate and Taxation
Portland, Maine 04102

Mr. McFarlane;

This letter is to acknowledge the notice to QUIT the premises at Leeds Metals, Inc. (Libbys Pit).

Since you chained and locked the premises two days after I received the notice to QUIT, it has caused me a great deal of hardship.

One of my creditors was in the area of Leeds Metals, Inc. and observed the vandalism being done to his assets. This creditor notified me of his concern that he has been denied the right to redeem his assets at Leeds Metals, Inc.

I also consider Maine Central Railroad Co. one of my creditors, and desire to have the means to satisfy you, as well as all my other creditors.

You have denied me the means to satisfy my creditors by retaining a great deal of my assets, and my creditors assets.

Upon the approval of Maine Central Railroad, I would like to notify all my creditors who have property at Leeds Metals, Inc. that they have 90 days in which to redeem their properties.

I had hoped we could resolve this matter between myself and Maine Central Railroad, rather than involve my creditors in what could be a series of very distasteful LEGAL ACTIONS.

I would appreciate an immediate response to this letter,

Sincerely,

A handwritten signature in cursive script that reads "Stephen Erb".

Stephen Erb
President
Leeds Metals, Inc.

Stephen Erb
P.O. Box 55
Mt. Vernon, Me. 04352

CC:



CC SH SHADIK

How SHOULD I REPLY:

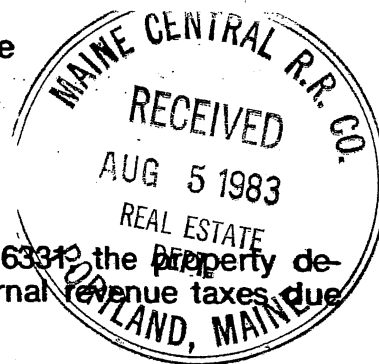
7/18/83



Notice of

Department of the Treasury/Internal Revenue Service

Sealed Bid Sale



Under the authority in Internal Revenue Code section 6331 the property described below has been seized for nonpayment of internal revenue taxes due from

Leeds Metals Inc., Route 106, North Leeds, ME 04263

The property will be sold at public sale under sealed bid as provided by Internal Revenue Code section 6335 and related regulations.

Date Bids will be Opened:

Assigned to 8-18-83
August 4 19 83

Time Bids will be Opened:

10:00 am - ~~pm~~

Place of Sale:

Internal Revenue Service - 3rd Floor, Casco Bank Bldg., Great Falls Plaza, Auburn, Maine

Title Offered:

Only the right, title, and interest of Leeds Metals Inc. in and to the property will be offered for sale. If requested, the Internal Revenue Service will furnish information about possible encumbrances, which may be useful in determining the value of the interest being sold. (See the back of this form for further details.)

Description of

Property:

Beginning at a stone marked E. G. No. 18 at the Northerly corner of land formerly owned by Olive B. Fabyans, thence east northeast on said Fabyans farm north line to land now or formerly of A. B. Donnell; thence northerly twenty (20) rods to land formerly owned by Uriah Libby; thence north, northwest by land of said Libby and land now or formerly of Thomas Hallowell to the easterly side of the Brewster Road, so-called; thence southerly by the easterly line of said road to the first mention bound. Containing ten (10) acres more or less.

This unimproved real estate is located on Route 109 in Leeds, Maine.

Property may be Inspected at: Route 109, Leeds, Maine

Submission of Bids:

All bids must be submitted on Form 2222, Sealed Bid for Purchase of Seized Property. Contact the office indicated below for Forms 2222 and information about the property. Submit bids to the person named below before the time bids will be opened.

Payment Terms:

Bids must be accompanied by the full amount of the bid if it totals \$200 or less. If the total bid is more than \$200, submit 20 percent of the amount bid or \$200, whichever is greater. On acceptance of the highest bid, the balance due, if any, will be ☒ Required in full ☐ Deferred as follows:

Form of Payment:

All payments must be by cash, certified check, cashier's or treasurer's check or by a United States postal, bank, express, or telegraph money order. Make check or money order payable to the Internal Revenue Service.

| | | |
|---|--|----------------------------|
| Signature <i>Robert I. Boothby</i> | Name and Title (Typed) Robert I. Boothby Revenue Officer | Date 7-13-83 |
| Address for Information About the Sale and Submission of Bids Internal Revenue Service, P.O. Box 680, Auburn, ME 04210 | | Phone (207) 784-6410 |

**Nature
of Title**

The right, title, and interest of the taxpayer (named on the front of this form) in and to the property is offered for sale *subject to any prior valid outstanding mortgages, encumbrances, or other liens in favor of third parties against the taxpayer that are superior to the lien of the United States.* All property is offered for sale "where is" and "as is" and without recourse against the United States. No guaranty or warranty, express or implied, is made as to the validity of the title, quality, quantity, weight, size, or condition of any of the property, or its fitness for any use or purpose. No claim will be considered for allowance or adjustment or for rescission of the sale based on failure of the property to conform with any expressed or implied representation.

**Redemption
Rights**

The rights of redemption, as specified in Internal Revenue Code section 6337, are quoted as follows:

Sec. 6337. Redemption of Property.

(a) Before Sale.—Any person whose property has been levied upon shall have the right to pay the amount due, together with the expenses of the proceeding, if any, to the Secretary at any time prior to the sale thereof, and upon such payment the Secretary shall restore such property to him, and all further proceedings in connection with the levy on such property shall cease from the time of such payment.

(b) Redemption of Real Estate After Sale.

(1) Period.—The owners of any real property sold as provided in section 6335, their heirs, executors, or administrators, or any person having any interest therein, or a lien thereon, or any person in their behalf, shall be permitted to redeem the property sold, or any particular tract of such property at any time within 180 days after the sale thereof.

(2) Price.—Such property or tract of property shall be permitted to be redeemed upon payment to the purchaser, or in case he cannot be found in the county in which the property to be redeemed is situated, then to the Secretary, for the use of the purchaser, his heirs, or assigns, the amount paid by such purchaser and interest thereon at the rate of 20 percent per annum.

**Effect of
Junior
Encumbrances**

Sec. 6339(c). Effect of Junior Encumbrances.

A certificate of sale of personal property given or a deed to real property executed pursuant to section 6338 shall discharge such property from all liens, encumbrances, and titles over which the lien of the United States with respect to which the levy was made had priority.

Letter of Lease and Sidetrack

MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

BARLANE
INDUSTRIAL DEVELOPMENT
ESTATE AND TAXATION

December 21, 1979

| | |
|---|----|
| ENGINEERING DEPT. MAINE CENTRAL RAILROAD CO. | |
| DEC 26 1979 | |
| AM | PM |
| 7 | 8 |
| 9 | 10 |
| 11 | 12 |
| 1 | 2 |
| 3 | 4 |
| 5 | 6 |
| 7 | 8 |
| 9 | 10 |

Fred
Mr. Stephen Erb
Calais Metals
Calais, Maine 04619

Stephen Erb
RF 106
No-Leads Me. 04262
per JRM
2/28/80

Dear Mr. Erb:

Attached please find a fragment of our valuation plan showing two land areas which the Railroad proposes to lease to you and your brothers. The parcel of land at your office and truck scales contains 20,000 sq. ft. or 0.46 acres. The balance of the land to be leased encompasses the several piles of insulation, etc., and has about 500 ft. of frontage along our sidetrack. This area contains 6.03 acres for a total lease of 6.49 acres. The Railroad is willing to lease this area to you, using our standard land lease form which can be cancelled by either party on 60-day notice. Land rent for the first year will be \$400.00 per month, plus an escrow of \$75.00 per month for taxes. Monthly rental during the second and subsequent years will be adjusted annually by applying the Bureau of Labor Statistics Consumer Price Index to the previous year's rental.

It is proposed to lease three car lengths on Sidetrack No. 6 for \$135.00 per car length for the first year. As in the land lease, this figure will be adjusted annually by the change in Consumer Price Index of one year over the last.

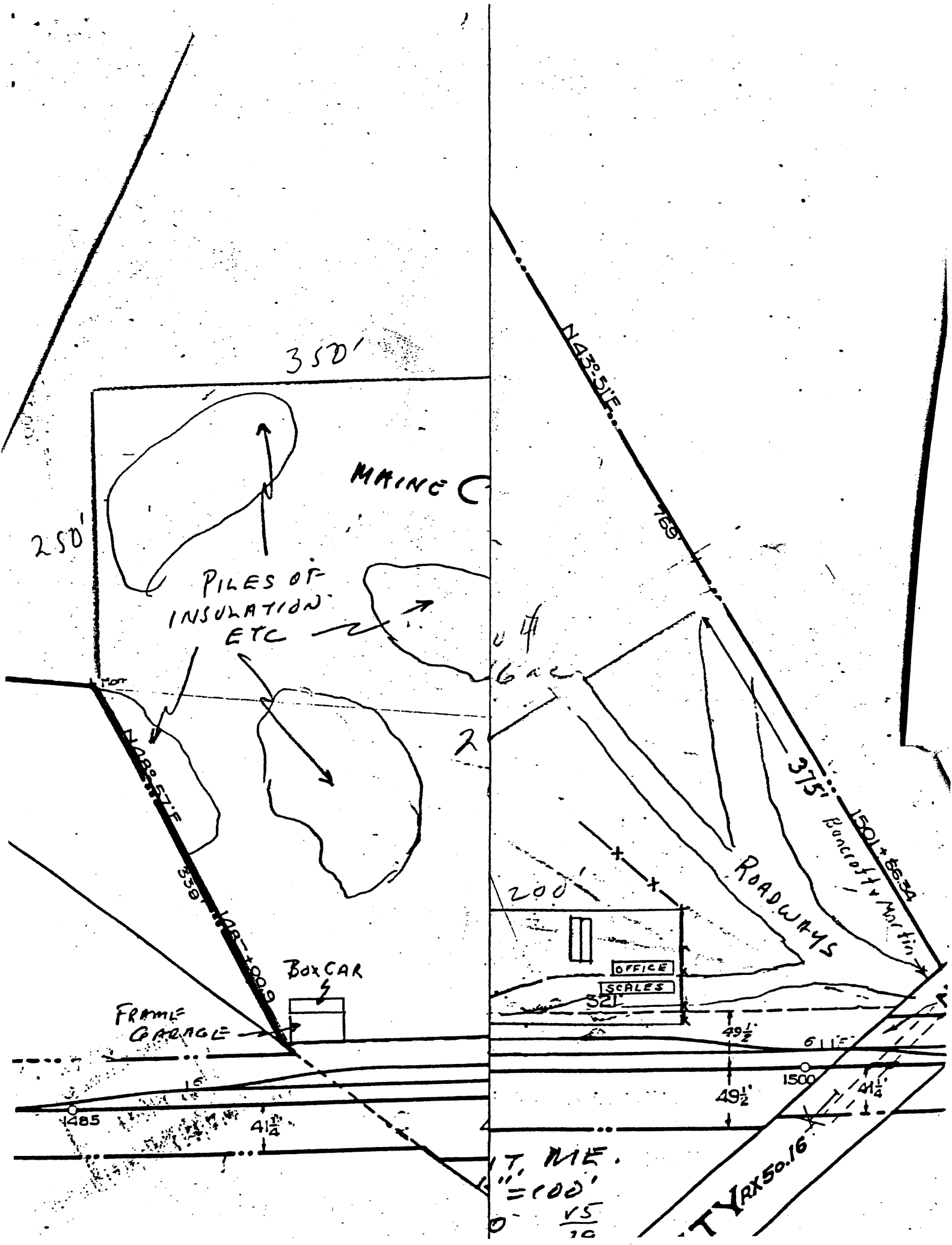
If you wish to occupy railroad land under the above conditions, please advise and I will have the necessary papers prepared.

Very truly yours,

JEM/bjs
RF

enc.

bcc: Mr. J. O. Born
Mr. R. M. Cote } - Per our several conversations.
Mr. A. J. Travis }



350'

250'

MAIN C

PILES OF
INSULATION
ETC

N43°51'E

N43°51'E

330'

Box CAR

FRAME
GARAGE

200'

OFFICE

SCALES

375' ROADWAYS

1501 + 8832

611'E

1500

49 1/2'

49 1/2'

41 1/2'

TYRX 50.16

1 T. ME.
= 100'
15
10

MAINE CENTRAL RAILROAD COMPANY

~~PORTLAND TERMINAL COMPANY~~

SIDETRACK MAINTENANCE AND OPERATION

AGREEMENT

MADE the 15th day of February in the year nineteen hundred and eighty in duplicate between the MAINE CENTRAL RAILROAD Company, a corporation duly established by law, hereinafter called the Railroad, and LEEDS METALS, INC., a corporation duly established by law with an office at Leeds, Maine, hereinafter called the Industry.

WITNESSETH that whereas the Railroad is the owner and the Industry desires to have preferential use of tracks adjoining its occupied premises for the more economical and convenient conduct of its business at Libby's Pit, in Leeds, Maine,

described as follows: Said track is a portion of a sidetrack of the Railroad known as Track No. 6 beginning about 230 feet easterly of the point of switch of said track and extending easterly 150 feet.

Said direction is Railroad direction.

Said tracks are located as shown in green color on a plan hereto attached and made a part hereof.

WHEREAS, the operation of cars and engines over said tracks at other than the regularly established station facilities of the Railroad involves the risk of damage to or destruction of property and injury to or death of persons;

NOW, THEREFORE, in consideration of the above premises, the covenants and agreements herein contained to be kept and performed by the parties hereto, and of the payments hereinafter to be made, it is mutually agreed that the said tracks shall be maintained and operated under the following terms and conditions:

RIGHT OF WAY.

1. The Industry shall, if tracks are located outside of land of the Railroad, furnish at its own expense all necessary right of way required for the proper maintenance and operation of said tracks, said right of way to be satisfactory to the Chief Engineer of the Railroad.

The Railroad shall have the right at all times to enter upon the property of the Industry for the purpose of maintaining and operating said tracks.

RENTAL.

2. Said Industry covenants and agrees to pay rental to the Railroad at the initial annual rate of Four Hundred
Five Dollars (\$405.00) for use of rails, joints, frogs, switches,
bunters and all other material in place in said tracks, said payment to be made on the 15th day of February
1980. Annual rental for the second and subsequent years of this agreement will be determined by the Bureau of Labor
Statistics Consumer Price Index, "All Items." All Urban Consumers.

New annual rent will be determined by multiplying the previously established annual rent by the most recent annual index and
dividing this product by the annual index of one year earlier than the most recent one.

MAINTENANCE.

3. The Railroad shall maintain said tracks at its expense and the Industry shall at its own expense keep the tracks free from
snow and ice.

The Railroad may disconnect the said tracks or refuse to operate over them when their condition is unsatisfactory.

OWNERSHIP.

4. The title and ownership of said tracks shall be vested as follows: The Railroad is the owner of rails, joints, switches, frogs,
ties and any and all appurtenances of track.

USE.

5. The Railroad shall have the right to use, without cost, the whole or any part of said tracks for general railroad purposes.

The Industry agrees that it will not permit or authorize the use of said tracks by or for the benefit of any other person, firm or
corporation not one of the parties hereto, nor assign this contract or any rights thereunder, without the written consent of the
Railroad.

CHANGES OR ENLARGEMENT.

6. If any change, re-arrangement, extension or enlargement of said tracks, or their structures shall, at any time be required
by reason of any change in the track or tracks of the Railroad, or because of any changes in the operating practice of the Railroad,
or for any other cause, all expense resulting therefrom shall be borne by the Industry unless otherwise mutually agreed upon by the
parties hereto, except that changes and enlargements in weight, section and or character of rails, joints, switches, frogs and other
appurtenances of track structure deemed necessary for any of the above reasons shall be made by the Railroad at its own expense.

CLEARANCES.

7. The Industry shall not install, construct or completely reconstruct any building, structure or other object, nor permit any
material to be placed above top of rail within five feet eight inches (5'-8") of the nearest rail of any straight portion of track (or an
additional one inch (1") for each degree of curve on curve) or lower than twenty-two feet (22') above the plane of the tops of rails.
Exceptions to the above clearance requirements shall be permitted only upon written authority of the Chief Engineer of the
Railroad and compliance with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such
sidetracks without a separate agreement to cover same.

The Industry agrees to indemnify and hold harmless the Railroad for loss, damage or injury to the person or property of the
parties hereto and their employees and to the person or property of any other person or corporation, arising from the location,
existence or maintenance of buildings, structures, objects or materials at less than the minimum side and overhead clearances from
the above described track or tracks as prescribed and ordered by the governmental regulatory body having jurisdiction.

ACCIDENTS.

8. The Industry agrees to exercise the greatest care in the use of said tracks to prevent cars or other obstructions from getting
upon or too close to other tracks and generally to use such means and care as will avoid accidents.

LIABILITY.

9. (a) Fire. The Industry assumes all responsibility for and shall indemnify, hold harmless and defend the Railroad from and
against loss or damage to property of the Industry or to property upon the premises of the Industry or upon said sidetrack arising
from fire caused by the mechanical operation of locomotives or the movement of rolling stock while serving Industry, including
expenses and attorneys' fees, regardless of whether or not said loss or damage is caused, in whole or in part, by the actionable
negligence of the Railroad, its agents or employees; provided, however, that the Industry shall have no responsibility to indemnify
the Railroad for loss or damage by fire as aforesaid to the property of the Railroad, or to locomotives and rolling stock belonging
to the Railroad or to third parties, or to shipments then in the common carrier custody of the Railroad, unless such loss or damage
is caused by actionable negligence on the part of the Industry, its agents or employees.

(b) Other Liability. Except as herein otherwise specifically provided, in respect of all loss or damage to property (other
than by fire as aforesaid) and/or in respect of injury to or death of persons caused by or in connection with the construction, opera-
tion, maintenance, use, presence or removal of said sidetrack, as between the parties hereto:

(i) the Railroad shall assume responsibility for and hold the Industry harmless and defend the Industry from all losses (including claims for injuries to employees of the Industry or of the Railroad), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Railroad, its agents or employees, solely or in conjunction with a third person;

(ii) the Industry shall assume responsibility for and hold the Railroad harmless and defend the Railroad from all losses (including claims for injuries to employees of the Industry or of the Railroad), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Industry, its agents or employees, solely or in conjunction with a third person;

(iii) the parties hereto shall equally bear all losses (including claims for injuries to employees of the Industry^{or} of the Railroad), expenses, attorneys' fees, damages, claims and judgments arising from or growing out of the joint or concurring actionable acts or omissions of both parties hereto, their respective agents or employees; and

(iv) notwithstanding anything contained in this Section 9 (b), and irrespective of any joint or concurring negligence of the Railroad, the Industry assumes sole responsibility for and agrees to indemnify, save harmless and defend the Railroad from and against all claims, actions or legal proceedings arising, in whole or in part, from the failure of the Industry to comply with clearance requirements set forth in Section 7 hereof; provided, however, that knowledge on the part of the Railroad of a violation of the clearance requirements of Section 7, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve the Industry of its obligation to indemnify the Railroad for losses and claims resulting from any such violation.

DISCONTINUANCE.

10. The Industry shall assume and bear any and all loss or damage sustained by it in consequence of any temporary or permanent elimination of said tracks due to the relocation or change in the grade of the track or tracks of the Railroad by virtue of any municipal action or otherwise, or in event the disposition of the property of the Railroad or its future use or development shall make it impracticable in the judgment of said Chief Engineer to continue its operation, the Industry hereby waives any and all claims therefor.

CANCELLATION, TERMINATION AND REMOVAL.

11. This agreement shall be terminable upon thirty (30) days written notice from either party to the other.

Upon termination of this agreement, the Railroad shall have the right to enter upon the property of the Industry and remove any or all of the material owned by the Railroad and shall not be liable to account in any way for any monies paid or expended on account of any of the track or tracks covered by this agreement, nor for any damages resulting from the removal of any or all of the material owned by the Railroad.

12. It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, representatives and successors of the parties hereto.

Signed the day and year first above written.

WITNESS

.....*[Signature]*.....

WITNESS

.....*Roger C. Blackstone*.....

MAINE CENTRAL RAILROAD COMPANY

By*[Signature]*.....
Manager—Industrial Development,
Real Estate & Taxation

LEEDS METALS, INC.

By*Stephen Erb*..... PRES.
(Title)

Form Approved:*SHS*.....

Execution Approved:*SHS*.....



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET
TELEPHONE (207) 773-4711

PORTLAND, MAINE 04102
TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

March 11, 1980

Mr. Stephen Erb
Leeds Metals, Inc.
Route 106
North Leeds, Maine 04262

Dear Mr. Erb:

This will acknowledge receipt of two copies each of a sidetrack maintenance and operation agreement and a land lease agreement between Maine Central Railroad and Leeds Metals, Inc. for use of railroad property at Leeds, Maine (Libby's Pit).

I now enclose for your files one fully executed copy of each agreement.

Very truly yours,

J. R. McFarlane

JRM/bjs
RF

enc. (2)

bcc: Mr. J. Michaels

- Herewith Forms E 121 Nos. 9893 and 9894 setting up billing for land and track rental. Check in amount of \$880. was sent to you March 11, 1980.

→ Mr. J. O. Born
Mr. D. G. Wolfe
Agent, Leeds Jct. }

- Copy of each agreement herewith.

Mr. W. T. Brownell
Mr. R. L. Baker }

- For your information and file.

Agreement Folders (2)

27/3/80

AGREEMENT made the 15th day of February, 1980, in duplicate, between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law with an office at Portland, Cumberland County, Maine, hereinafter called the Railroad, and LEEDS METALS, INC., a corporation duly established by law with an office in the Town of Leeds, Maine, hereinafter called the Lessee.

WITNESSETH:

That in consideration of the rents and covenants hereinafter reserved and contained by and on the part of the Lessee to be paid and performed, the Railroad does hereby let, demise and lease unto the said Lessee two certain lots or parcels of land situated at Libby's Pit in the Town of Leeds, Maine, bounded and described as follows:-

Parcel No. 1 - Beginning at a point in the division line between land of the Railroad and land now or formerly of Orgus Grocer, said point being approximately 30 feet northwesterly of the centerline of a sidetrack of the Railroad known as Track No. 6, as measured along said division line; thence northwesterly along said division line 339 feet, more or less, to a monument; thence northerly 250 feet, more or less; to a point on a line approximately 595 feet northerly of and parallel with said centerline of Track No. 6; thence westerly along said parallel line 350 feet, more or less, to a point; thence southeasterly along a straight line 650 feet, more or less, to a point on a line 25 feet northerly of and parallel with said centerline of Track No. 6; thence westerly along the last mentioned parallel line 520 feet, more or less, to the point of beginning.

Parcel No. 2 - Said land is 100 feet wide northerly and southerly and 200 feet long easterly and westerly. The southerly sideline of said land is 10 feet northerly of and parallel with the centerline of said Track No. 6; the northerly sideline is 100 feet northerly of and parallel with said southerly sideline; the easterly and westerly sidelines are at right angles to said southerly sideline and the westerly sideline extended southerly intersects the base line of location of the Railroad at, or near, Valuation Station 1401+95, Valuation Section 5, Sheet 29 of Federal Valuation Plans.

Said directions are Railroad directions.

Said land is located as shown outlined in red color on a plan hereto attached and made a part hereof.

The Lessee is also hereby permitted to use a driveway over other land of the Railroad for access to said leased land from public roadways. The location of said driveway shall be determined by the Chief Engineer of the Railroad. The Lessee covenants and agrees that it will, at its expense, maintain and keep free from snow and ice said driveway.

1. The term of this lease shall begin on February 15, 1980, and shall continue until terminated by either party by written notice to be given to the other party at least sixty (60) days prior to the day of termination.

2. Said Lessee covenants and agrees to pay to the Railroad at its office in Portland, Maine, the initial annual rental of Four Thousand Eight Hundred Dollars (\$4,800.00). Said rent is to be paid in twelve (12) equal monthly payments of Four Hundred Dollars (\$400.00), commencing February 15, 1980.

3. Annual rental for the second and subsequent years of this agreement shall be determined by the Bureau of Labor Statistics Consumer Price Index, "All Items, All Urban Consumers."

New annual rent for each ensuing year will be determined by multiplying the previously established annual rent by the most recent annual index and dividing this product by the annual index of one year earlier than the most recent one. Provided, however, that no annual rent shall be less than Four Thousand Eight Hundred Dollars (\$4,800.00).

4. The Lessee also agrees to pay in addition to said rental the sum of Seventy-Five Dollars (\$75.00) monthly, commencing February 15, 1980, for payment of municipal property taxes on the land leased. Upon receipt of the tax bill all such monthly payments paid in will be credited against taxes for that year. In event that the amount paid in is less than the taxes assessed, the Lessee will be billed for the balance due. If the amount paid in is more than the taxes assessed, any overpayment will be credited toward taxes for the subsequent year or refunded to the Lessee at the discretion of the Railroad. Upon termination of the agreement, taxes for the year will be prorated as of the termination date and the Lessee will be billed for any balance due or refund will be made for any overpayment for taxes. If there is any substantial increase or decrease in the tax assessment, the amount of the above described monthly payment may be increased or decreased by mutual written agreement of the parties.

It is hereby understood and agreed that the Lessee may erect buildings or other structures or maintain those already upon the premises for the purpose of a scrap metal yard.

5. The Lessee shall not install, construct or completely reconstruct any building, structure or other object, nor permit any material to be placed above top of rail within the space five feet eight inches (5'-8") outside the nearest rail of any straight portion of track (or an additional one inch (1") for each degree of curve on curve) or within the space twenty-two (22) feet above the plane of the tops of rails. Exceptions to the above clearance requirements shall be permitted only upon written authority of the Chief Engineer of the Railroad and compliance

with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such tracks without a separate agreement to cover the same.

6. Said Lessee covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have, or make, any claim upon the Railroad for any damage to any building or structure, any part of which is on said leased land, and/or to any property stored in or on said building or structure or on said leased land, from fire, however caused; and further covenants and agrees to indemnify the Railroad and save it harmless from any claim that may arise or be made for death, injury, loss or damage, however caused, to the Lessee or to its employees or property and/or to employees or property of the Railroad and/or to other persons or their property on or in connection with said use and occupation of said leased land.

7. Said Lessee further hereby covenants and agrees that it will allow no other parties to store merchandise on said leased land and that it will not lease or underlet the whole or any part of the said land to any other party without written permission of said Railroad.

8. Said building, as a further condition, is to be well finished upon the outside, and well painted, the windows and doors tight and all kept in good order, and all rubbish and other combustible materials carefully removed and kept cleaned up around the land and tracks, all to the satisfaction of the Chief Engineer of said Railroad.

If said building is not kept in repair and painted, and/or said rubbish and other combustible materials are not removed and kept cleared up around said land and tracks to the satisfaction of said Chief Engineer, then it is expressly agreed that said Railroad shall have the right to make such repairs, do such painting, and/or remove such rubbish and other combustible materials as may, in its judgment, be necessary and said Lessee covenants and agrees to pay to said Railroad the cost incurred for making such repairs and doing such painting and/or clearing up and removing such rubbish and other combustible materials.

9. Notice to the Lessee of termination hereof may be given either personally, or by mail, or by leaving the same with any person occupying the premises, or by posting the same on some conspicuous place on the premises.

10. Said Lessee may remove said buildings or structures from the premises at its pleasure at any time during the continuance of this lease or during any extension thereof; provided, however, that the Lessee shall clean up the premises and leave same in a neat and orderly condition after such removal. Any such building not so

removed during the term of this lease or within sixty (60) days after the termination of this lease shall become the property of the Railroad.

If, in the opinion of the Chief Engineer of the Railroad, the expense of removal of any buildings or structures erected on the demised premises and not removed by the Lessee within sixty (60) days after termination of this lease would be greater than the value of such buildings or structure, the Lessee covenants and agrees to pay the Railroad for the expense of removing such buildings or structures and restoring the premises to their original condition, less salvage, if any.

11. The Lessee further agrees that in connection with its process of separating metals from the piles of insulation and other materials located on said leased land that Lessee will not deposit the residue from such process on the land hereby leased nor on any other land of the Railroad.

12. PROVIDED ALWAYS, and these presents are upon the condition that if such rent, or any part thereof, shall at any time be in arrears or unpaid or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained and on its part to be performed and observed, or if the Lessee shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case it shall be lawful for the Railroad or any person or persons duly authorized by it in that behalf, without any formal notice or demand, to enter into and upon the said leased premises, or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the said Lessee and those claiming under it, and remove its effects (forcibly, if necessary), without being taken or deemed guilty of any manner of trespass, and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the Railroad in respect to any antecedent property or any of the covenants by the said Lessee hereinbefore contained, and that upon entry as aforesaid the said term shall cease and be ended.

13. Until terminated as hereinbefore provided, this lease shall inure to the benefit of and be binding upon the respective representatives and successors of the parties hereto.

14. This agreement is made subject to the terms and conditions of the pertinent mortgage indentures and supplements thereto placed upon said premises by the Railroad and/or the terms and conditions of mortgage indentures and supplements thereto on said premises assumed by the Railroad.

Signed the day and year first above written.

MAINE CENTRAL RAILROAD COMPANY

Witness

Royden M. Cote

By

J. J. Furlong
Manager-Industrial Development
Real Estate and Taxation.

LEEDS METALS, INC.

Witness

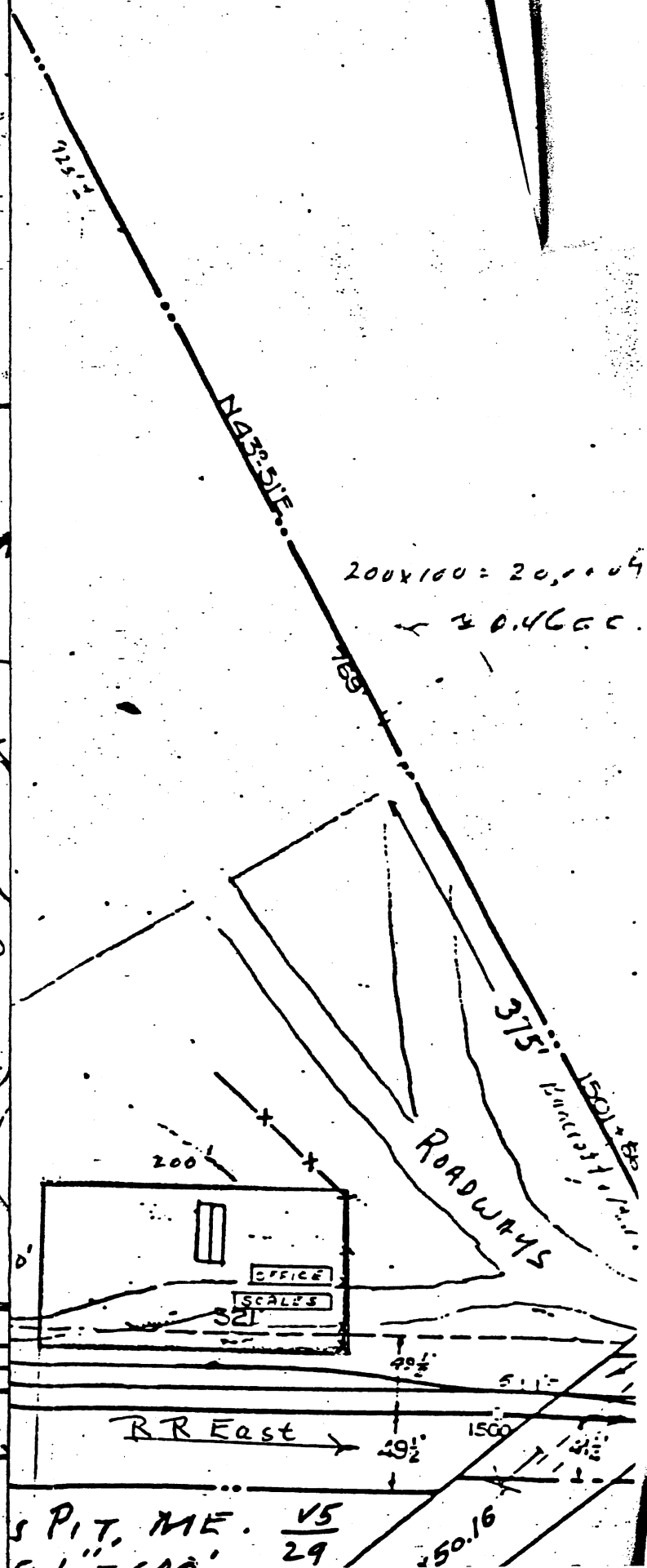
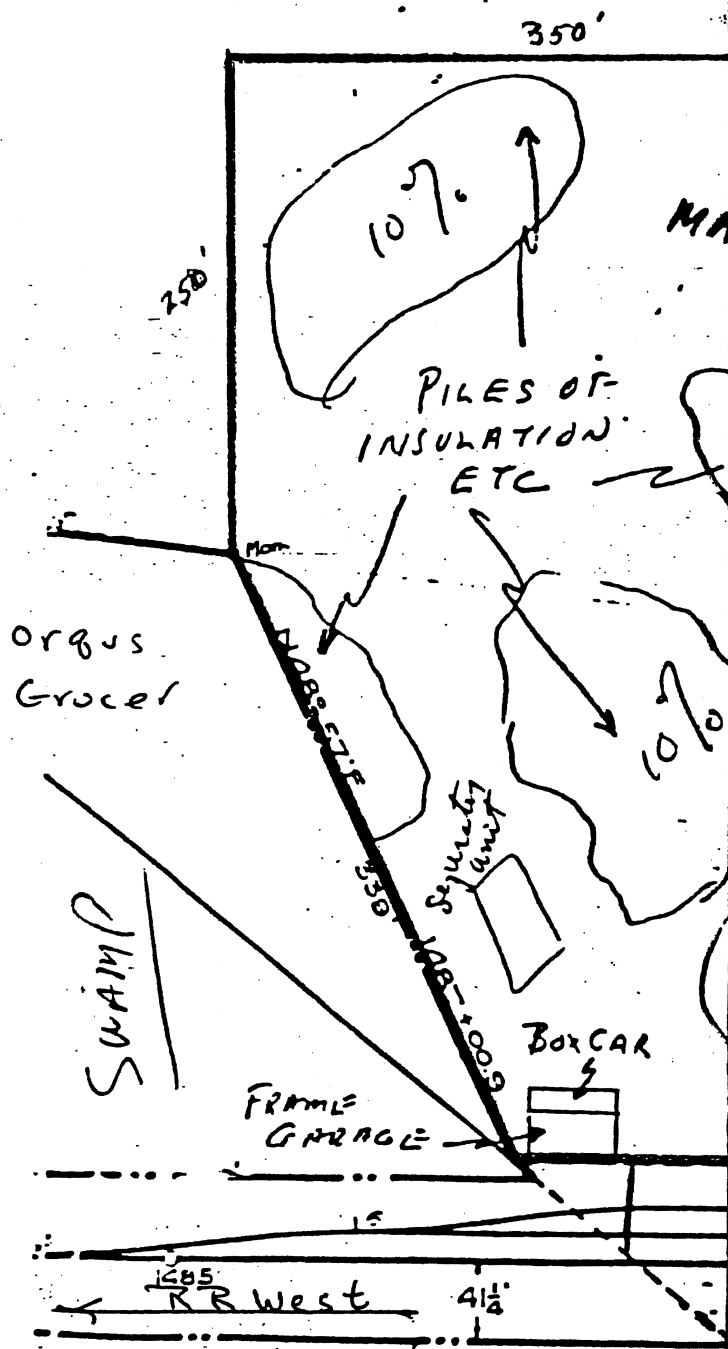
Roger C. Blackstone

By

Stephen C. B. PRES.
(Title)

Form Approved: SHE

Execution Approved: SHE



200x160 = 20,000
 20,000 / 46.6 = 429.18

S P.T. ME. $\frac{V5}{29}$

MAINE CENTRAL RAILROAD COMPANY

PERMIT TO ENTER ON RAILROAD PROPERTY

WHEREAS, Leeds Metals, Inc. No. Leeds, Maine Rt. 106
(Name) (Address)
permission of MAINE CENTRAL RAILROAD COMPANY to enter and be upon or about the right of way,
or other premises, of said Railroad Company at Rumford, Maine for his own
purposes and benefit, and particularly for the purpose of Removing Scrap
Salvage

NOW, THEREFORE, Maine Central Railroad Company hereby grants permission, for a period of
60 days commencing Dec. 15, 1980, subject to cancellation at any time and in no event to
be assignable or transferable, to Stephen E. Leeds Metals Inc.
to enter or be upon or about its right of way, or other premises, at the location described above solely for the
purpose or purposes above enumerated, and no other purpose; provided, however, that this permission shall be
of no force and effect unless and until said permittee duly signs and executes the GENERAL RELEASE which
is hereinafter set forth.

The permission herein granted is on the express condition that said permittee will enter and be upon or
about said right of way, or other premises, of the Railroad Company in such manner and at such times as not
to interfere with the Railroad Company's operations, and said permittee while upon or about said right of
way, or other premises, of said Railroad Company, shall at all times conform to and abide by the rules, regula-
tions, orders or directions of the Chief Engineer or other officer of the Railroad Company having jurisdiction
over said properties or his designated representative, failing which, said permittee shall be subject to be ejected
summarily from the said properties of the Railroad Company without recourse.

Dated: 12/23/80

MAINE CENTRAL RAILROAD COMPANY,

By [Signature]
Manager Industrial Development Real Estate and Taxation

GENERAL RELEASE

In consideration of Maine Central Railroad Company granting to the undersigned the permission more
specifically above described and made a part hereof, the undersigned, well knowing and appreciating the risk
and danger assumed by him and attendant upon his exercise of said permission, and that the Railroad Com-
pany is under no duty or obligation to give him such permission, hereby assumes all risk of injury to his person
(including death) or loss of or damage to his property occurring or arising while or resulting from being upon
or about the said right of way, or other premises, of the said Railroad Company above described, whether due
in whole or in part to the condition or operation, negligent or otherwise, of said right of way, or other premises,
or in whole or in part to the acts or omissions, negligent or otherwise, of the officers, agents, servants, licensees
or invitees of said Railroad Company or otherwise; and the undersigned for himself, his executor or adminis-
trator or assigns and his heirs at law and next of kin, hereby releases and forever discharges said Railroad Com-
pany, its successors and assigns, from any and all claims, demands, damages, actions and causes of action which
the undersigned, his executor or administrator, and his heirs at law or next of kin, have, could or might have
against the said Railroad Company, its successors and assigns, for injury to his person (including death) and
loss of or damage to his property occurring or arising while or resulting from being upon or about said right
of way, or other premises, of the said Railroad Company, whether due in whole or in part to the condition or
operation, negligent or otherwise, of said right of way, or in whole or in part to the acts or omissions, negligent
or otherwise, of the officers, agents, servants, licensees or invitees of said Railroad Company or otherwise.

I have read the above release carefully and understand that I am assuming all risks of every kind as set
forth in said release in exercising the permission above granted.

In the presence of:

Harold Bartlett for MES Stephen E. Leeds

Permittee

Roland Farley
Paul McLaughlin
Rex McKeown

CC: EFB - DCE - RLB - HFF



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-4711 TELEX 94-4422

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

December 27, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Stephen Erb
Leeds Metals, Inc.
c/o Bronstein & Cohen
River Road
Mexico, ME 04257

Dear Mr. Erb:

This is to advise you that your lease of Railroad land at Libbys Pit in the Town of Leeds, Maine dated February 15, 1980, is hereby cancelled as of December 31, 1982 because of nonpayment of rent and taxes. In accordance with the terms of the agreement, you have sixty (60) days from January 1, 1983 to remove your buildings, truck scale and piles of junk. Any of the effects remaining after the sixty-day period will become the property of the Railroad.

Very truly yours,

JRM/bjs
RF

cc: Mr. Raymond Erb
Brewer Junk Company
35 Spring Street
Brewer, ME 04412

Mr. Carl H. Gowan
Revenue Officer
Internal Revenue Service
P. O. Box 1020
Augusta, ME 04330



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET

PORTLAND, MAINE 04102

TELEPHONE (207) 773-XXXX

TELEX 94-4422

-4264

September 2, 1983

Steven Erb
Leeds Metals, Inc.
P. O. Box 55
Mt. Vernon, Maine 04352

Dear Mr. Erb:

This is to acknowledge the receipt of your August 19, 1983 letter in which you state that Dan Durgin of Gardiner owns the light iron, miscellaneous metals from box car contents, the shaker screen conveyer and parts, the 1954 Mack truck, the steel truck body and the steel dump body; and that Brewer Junk owns the Fairbanks Morse truck, the truck scales, the transformer parts and oil.

If you would refer to my letter of July 19, 1983, Maine Central Railroad Company also requested the basis for the claims of title in the aforementioned property. You or your creditors will have to provide a copy of a bill of sale, motor vehicle registration or some other evidence reasonably calculated to be convincing before said property is released.

It might be further pointed out that the Internal Revenue Service has a lien on the property of Leeds Metals, Inc. While I do not profess to know what position the IRS is taking, if they are satisfied that the property listed in your letter of August 19, 1983 (and listed herein, above) belongs to other people, I will accept the IRS's conclusion.

All matters relating to property owned by third parties must be resolved by the end of September as the railroad has other uses for the real estate in question and must be cleaned out,

Very truly yours,

Stephen H. Shook
General Attorney

SHS/cas

cc; T. C. Perry
J. R. McFarlane ✓

Carl H. Gowan
Revenue Officer
Internal Revenue Service
P. O. Box 1020
Augusta, Maine 04330



August 19, 1983

Mr. J.R. McFarlane
Maine Central Railroad
Manager Industrial Development
Real Estate and Taxation
Portland, Maine 04102

Dear Sir;

Please accept my apology for taking so long to answer your letter. Due to the fact that I have been put of state I was late receiving your prompt reply.

I have been fortunate in this situation between myself and my creditors, to have their understanding. Due to the depressed prices of scrap iron and metals, my creditors have not put great pressure on me in hopes taht the situation could be resolved peacefully.

Listed below are my creditors and their assets at Leeds Metals, Inc.

Dan Durgin, R#3 - Bowman St, Gardiner, Me. 04345 582-7174

INVENTORY

Light Iron, Miscellaneous Metals --Contents of Box Cars
Shaker Screen Conveyor and Parts
1954 Mack Truck
Steel Truck Body
Steel Dump Body

Brewer Junk- Bangor Metals
Spring Street, Brewer, Me. 04412

Fairbanks Morse Truck
Scales
Transformer Parts
Transformer Oil

If any further information is needed please contact me.

CC SM SHOOK
FOR YOUR INFO.
NOW WHAT?
8/29

Steve Erb
P.O. Box 55
Mt. Vernon, Me. 04352



Respectfully,

Steve Erb
Steve Erb
Leeds Metals, Inc.
President

MAINE CENTRAL RAILROAD COMPANY

LAW DEPARTMENT

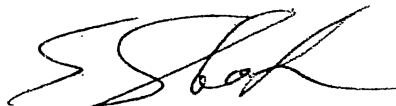
July 15, 1983

Mr. A. N. Tupper
BUILDING

Re: Real Estate at North Leeds formerly occupied by
Steven Erb

Please be advised that the DEP has tested the above
site and found no reason to protect the site from any
further activity.

The site is, therefore, available for any purpose to
which it may be assigned.



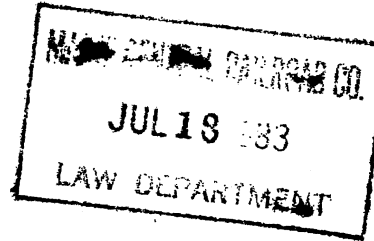
Stephen H. Shook

SHS:ss

cc: T. C. Perry
→ J. R. McFarlane
R. L. Baker



July 15, 1983



Maine Central Railroad Company
J. R. McFarlane
Manager Industrial Development
Real Estate and Taxation
Portland, Maine 04102

Mr. McFarlane;

This letter is to acknowledge the notice to QUIT the premises at Leeds Metals, Inc. (Libbys Pit).

Since you chained and locked the premises two days after I received the notice to QUIT, it has caused me a great deal of hardship.

One of my creditors was in the area of Leeds Metals, Inc. and observed the vandalism being done to his assets. This creditor notified me of his concern that he has been denied the right to redeem his assets at Leeds Metals, Inc.

I also consider Maine Central Railroad Co. one of my creditors, and desire to have the means to satisfy you, as well as all my other creditors.

You have denied me the means to satisfy my creditors by retaining a great deal of my assets, and my creditors assets.

Upon the approval of Maine Central Railroad, I would like to notify all my creditors who have property at Leeds Metals, Inc. that they have 90 days in which to redeem their properties.

I had hoped we could resolve this matter between myself and Maine Central Railroad, rather than involve my creditors in what could be a series of very distasteful LEGAL ACTIONS.

I would appreciate an immediate response to this letter,

Sincerely,

A handwritten signature in cursive script that reads "Stephen Erb".

Stephen Erb
President
Leeds Metals, Inc.

Stephen Erb
P.O. Box 55
Mt. Vernon, Me. 04352

CC:



CC SH SHADIK

How SHOULD I REPLY:

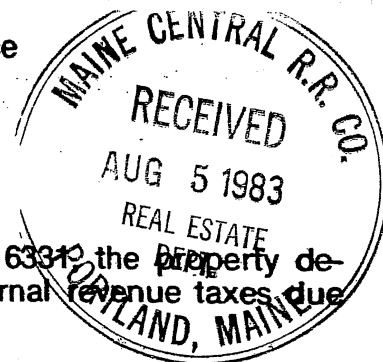
7/18/83



Notice of

Department of the Treasury/Internal Revenue Service

Sealed Bid Sale



Under the authority in Internal Revenue Code section 6331 the property described below has been seized for nonpayment of internal revenue taxes due from

Leeds Metals Inc., Route 106, North Leeds, ME 04263

The property will be sold at public sale under sealed bid as provided by Internal Revenue Code section 6335 and related regulations.

Date Bids will be Opened:

Postponed to 8-18-83
August 4 19 83

Time Bids will be Opened:

10:00 am - Local

Place of Sale:

Internal Revenue Service - 3rd Floor, Casco Bank Bldg., Great Falls Plaza, Auburn, Maine

Title Offered:

Only the right, title, and interest of Leeds Metals Inc. in and to the property will be offered for sale. If requested, the Internal Revenue Service will furnish information about possible encumbrances, which may be useful in determining the value of the interest being sold. (See the back of this form for further details.)

Description of

Property: Beginning at a stone marked E. G. No. 18 at the Northerly corner of land formerly owned by Olive B. Fabyans, thence east northeast on said Fabyans farm north line to land now or formerly of A. B. Donnell; thence northerly twenty (20) rods to land formerly owned by Uriah Libby; thence north, northwest by land of said Libby and land now or formerly of Thomas Hallowell to the easterly side of the Brewster Road, so-called; thence southerly by the easterly line of said road to the first mention bound. Containing ten (10) acres more or less.

This unimproved real estate is located on Route 109 in Leeds, Maine.

Property may be Inspected at: Route 109, Leeds, Maine

Submission of Bids:

All bids must be submitted on Form 2222, Sealed Bid for Purchase of Seized Property. Contact the office indicated below for Forms 2222 and information about the property. Submit bids to the person named below before the time bids will be opened.

Payment Terms:

Bids must be accompanied by the full amount of the bid if it totals \$200 or less. If the total bid is more than \$200, submit 20 percent of the amount bid or \$200, whichever is greater. On acceptance of the highest bid, the balance due, if any, will be ☒ Required in full ☐ Deferred as follows:

Form of Payment:

All payments must be by cash, certified check, cashier's or treasurer's check or by a United States postal, bank, express, or telegraph money order. Make check or money order payable to the Internal Revenue Service.

| | | |
|---|--|----------------------------|
| Signature | Name and Title (Typed) Robert I. Boothby Revenue Officer | Date 7-13-83 |
| Address for Information About the Sale and Submission of Bids Internal Revenue Service, P.O. Box 680, Auburn, ME 04210 | | Phone (207) 784-6410 |

**Nature
of Title**

The right, title, and interest of the taxpayer (named on the front of this form) in and to the property is offered for sale *subject to any prior valid outstanding mortgages, encumbrances, or other liens in favor of third parties against the taxpayer that are superior to the lien of the United States.* All property is offered for sale "where is" and "as is" and without recourse against the United States. No guaranty or warranty, express or implied, is made as to the validity of the title, quality, quantity, weight, size, or condition of any of the property, or its fitness for any use or purpose. No claim will be considered for allowance or adjustment or for rescission of the sale based on failure of the property to conform with any expressed or implied representation.

**Redemption
Rights**

The rights of redemption, as specified in Internal Revenue Code section 6337, are quoted as follows:

Sec. 6337. Redemption of Property.

(a) Before Sale.—Any person whose property has been levied upon shall have the right to pay the amount due, together with the expenses of the proceeding, if any, to the Secretary at any time prior to the sale thereof, and upon such payment the Secretary shall restore such property to him, and all further proceedings in connection with the levy on such property shall cease from the time of such payment.

(b) Redemption of Real Estate After Sale.

(1) Period.—The owners of any real property sold as provided in section 6335, their heirs, executors, or administrators, or any person having any interest therein, or a lien thereon, or any person in their behalf, shall be permitted to redeem the property sold, or any particular tract of such property at any time within 180 days after the sale thereof.

(2) Price.—Such property or tract of property shall be permitted to be redeemed upon payment to the purchaser, or in case he cannot be found in the county in which the property to be redeemed is situated, then to the Secretary, for the use of the purchaser, his heirs, or assigns, the amount paid by such purchaser and interest thereon at the rate of 20 percent per annum.

**Effect of
Junior
Encumbrances**

Sec. 6339(c). Effect of Junior Encumbrances.

A certificate of sale of personal property given or a deed to real property executed pursuant to section 6338 shall discharge such property from all liens, encumbrances, and titles over which the lien of the United States with respect to which the levy was made had priority.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, W. E. DOSEDLO, District Director of Internal Revenue for the District of Maine, by virtue of the power and authority upon me conferred in and by the Internal Revenue Laws of the United States, and every other power me hereunto enabling, in consideration of the sum of two thousand five hundred and 00/100 dollars (\$2,500.00) paid by Donald J. Williams, P. O. Box 72, Readfield, Maine 04355, County of Kennebec, State of Maine, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever quitclaim unto the said Donald J. Williams all of the right, title and interest of Leeds Metals, Inc., Route 106, North Leeds, Maine 04263, County of Androscoggin, State of Maine, in the following property:

Beginning at a stone marked E. G. No. 18 at the Northerly corner of land formerly owned by Olive B. Fabyans, thence east northeast on said Fabyans farm north line to land now or formerly of A. B. Donnell; thence northerly twenty (20) rods to land formerly owned by Uriah Libby; thence north, northwest by land of said Libby and land now or formerly of Thomas Hallowell to the easterly side of the Brewster Road, so-called; thence southerly by the easterly line of said road to the first mention bound. Containing ten (10) acres more or less.

The above described real estate was seized for non-payment of delinquent Internal Revenue taxes due from the said Leeds Metals, Inc. and was sold under sealed bid at the Internal Revenue Service office, third floor, Casco Bank Building, City of Auburn, County of Androscoggin, State of Maine, on August 18, 1983, to the said Donald J. Williams for two thousand five hundred dollars (\$2,500.00), which amount was the highest bid received. The sale was conducted in accordance with the provisions of Sub-Chapter D, Chapter 64 of the Internal Revenue Code and the regulations thereunder. The above described property was not redeemed in the manner and within the time prescribed by Section 6337 of the Internal Revenue Code. The Certificate of Sale issued August 18, 1983, has been surrendered, pursuant to the provisions of Section 6338 of the Internal Revenue Code.

POOR COPY AT TIME OF RECORDING.
WILL NOT REPRODUCE CLEARLY.

BOOK 1714 PAGE 0204

TO HAVE AND TO HOLD, the premises, together with all the privileges and appurtenances thereto belonging, to the said Donald J. Williams, his successors and assigns, to him and his use and behoof forever.

IN WITNESS WHEREOF, I, W. E. DOSEDLO, District Director of Internal Revenue for the District of Maine, have hereunto set my hand and seal this 28th day of February 1984.

Signed, Sealed and Delivered
in presence of

Stephen B. Carl

W. E. Dosedlo
W. E. DOSEDLO
District Director
Internal Revenue Service
District of Maine

State of Maine)
) s.s.
County of Kennebec)

On this 28th day of February 1984 before me Edwin A. West, Sr., the undersigned officer, personally appeared, W. E. Dosedlo, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Edwin A. West, Sr.
Notary Public
Commission Expires Feb. 15, 1987

SEAL

EDWIN A. WEST, SR.

ANDROSCOGGIN SS.
RECEIVED APR 17 1984
AT 9 H 40 M. H. M.

POOR COPY AT TIME OF RECORDING.
WILL NOT REPRODUCE CLEARLY.

Appendix F
Lease and Other Information
Pertaining to William Morgan,
III



MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET PORTLAND, MAINE 04102
TELEPHONE (207) 773-7333

J. R. MCFARLANE
MANAGER-INDUSTRIAL DEVELOPMENT
REAL ESTATE AND TAXATION

May 1, 1984

Mr. William Morgan
RFD #1
Readfield, Maine 04355

Dear Mr. Morgan:

Enclosed is an executed copy of an agreement covering the
lease of Railroad land at Libbys Pit in Leeds, Maine.

Very truly yours,

JRM/RS

JRM/RWS/bjs
RF

enc.

bcc: K. C. Austin

- Herewith Form E 121 No. 10163
and check covering first year's
rent (\$995.00).

[Handwritten initials]

→ S. L. Jordan)
D. G. Wolfe)
Agent, Waterville)

- Copy of agreement herewith.

P. C. Roberts

- For your information and file.

Agreement Folder

685-4327

MAINE CENTRAL RAILROAD COMPANY

LAND LEASE

may 9 Wm
AGREEMENT made the 1st day of ~~April~~ in the year nineteen hundred and eighty-four in duplicate between MAINE CENTRAL RAILROAD COMPANY, a corporation duly established by law, hereinafter called the LESSOR, and WILLIAM MORGAN of Readfield, Maine hereinafter called the LESSEE.

WITNESSETH:

That the LESSOR, in consideration of the rents to be paid and agreements to be performed by the LESSEE, hereby leases unto the LESSEE all those certain premises situated in Libby's Pit, so-called in the Town of Leeds, Maine described as follows:

Said land is 500 feet long northerly and southerly and 30 feet wide easterly and westerly. The easterly sideline of said land is situated 35 feet, more or less, westerly of and parallel to Main Track of the LESSOR; the westerly sideline is 30 feet westerly of and parallel to the easterly sideline; the northerly and southerly sidelines are at right angles to said easterly and westerly sidelines and the northerly sideline is located 220 feet, more or less, south of County Road.

Said land is located as shown outlined in red color on a plan hereto attached and made a part hereof.

1. The term of this lease shall begin on *may* ~~April~~ 1, 1984 and shall continue until terminated by either party by written notice to be the other party at least sixty (60) days prior to the day of term

2. Said LESSEE covenants and agrees to pay rent to the LESSOR initial annual rate of Eighteen Hundred Dollars (\$1,800.00) for the *may* ~~April~~ *may* ~~April~~ is hereby leased, said rent to be paid on the 1st day of ~~April~~ *may* Annual rental for the second and subsequent years of this agreement be determined by application of the Bureau of Labor Statistics (Price Index, "All Items. All Urban Consumers."

New annual rent shall be determined by multiplying the previously established annual rent by the most recent annual index and dividing this product by the annual index of one year earlier than the most recent one, provided, however, that the annual rent for the subsequent years shall be not less than Eighteen Hundred Dollars (\$1,800.00).

Leeds, Maine
- lease
- insurance
- information
- newspaper
article

A proportionate part of said rent will be refunded to the LESSEE in case of termination of this agreement prior to the date to which rent shall have been paid.

3. The LESSEE shall have the right to construct, erect and maintain, at its own expense, upon the leased premises such buildings, structures or other installations as it, in its sole discretion, may determine for its general business. Such building, structure or other installation shall not interfere with or be detrimental to use of adjacent land of the LESSOR for railroad purposes.

4. The LESSEE covenants and agrees to pay all taxes and assessments, ordinary and extraordinary, general and specific, which may be levied or assessed on all buildings, structures or other installations and on all improvements and all personal property thereon while this lease shall remain in force. The LESSEE also agrees to reimburse LESSOR annually for taxes assessed on said leased premises by the municipality upon receipt of notice from LESSOR of amount due.

5. The LESSEE shall not install, construct or completely reconstruct any building, structure or other object, nor permit any material to be placed above top of rail within the space five feet eight inches (5'-8") outside the nearest rail of any straight portion of track (or an additional one inch (1") for each degree of curve on curve) or within the space twenty-two feet (22') above the plane of the tops of rails. Exceptions to the above clearance requirements shall be permitted only upon written authority of the Chief Engineer of the LESSOR and compliance with all legal requirements. No structure, wire or cable shall be placed or strung at any height over such tracks without a separate agreement to cover the same.

6. Said LESSEE covenants and agrees to take upon itself all risk of loss by fire and neither it nor any person claiming under it shall have or make any claim upon the LESSOR for any damage to any building, structure or other installation, any part of which is on said premises and/or to any property stored in or on said building, structure or other installation or on said leased premises from fire, however caused. Said LESSEE further covenants and agrees to indemnify the LESSOR and save it harmless from any claim that may arise or be made for death, injury, loss or damage however caused, to the LESSEE or to its employees or property and/or to the LESSOR or to its employees or property and/or to other persons or their property on or in connection with use and occupation of said premises hereby leased.

7. Said building, structure or other installations are to be adequately maintained and kept in good order, and all rubbish and other combustible materials removed from the leased premises, all to the satisfaction of the Chief Engineer of said LESSOR.

8. Notice to the LESSEE of termination hereof may be given either personally, or by mail, or by leaving the same on some conspicuous place on the premises.

9. Any building, structure or other installation shall be and remain personal property and belong to the LESSEE and may be removed by the LESSEE from the premises at any time before or within sixty (60) days after termination of this lease and if not so removed within said time, the title thereto shall vest in the LESSOR without the payment of any consideration therefor to the LESSEE.

The LESSEE covenants and agrees, in case it removes any such buildings, structures, or other installations to leave said premises in a good and neat condition. If in the opinion of the Chief Engineer of the LESSOR the expense of removal of any building, structures or other installations, erected on the leased premises and not removed by the LESSEE within sixty (60) days after termination of this lease, would be greater than the value of such buildings, structures or other installations, the LESSEE agrees to pay the LESSOR for the expense of removing such buildings, structures or other installations and restoring the premises to their original condition, less salvage, if any.

10. And said LESSEE does covenant to quit and deliver up the said leased premises to the LESSOR or any person duly authorized by it, peaceably and quietly at the end of the term aforesaid, in as good order and condition as the same now are, and not to make or suffer any waste thereof; and that said LESSEE will not assign or underlet the premise or any part thereof without the written consent of the LESSOR.

11. PROVIDED ALWAYS, and these presents are upon the condition that if such rent, or any part thereof, shall at any time be in arrears or unpaid or if the LESSEE shall at any time fail or neglect to perform or observe any of the covenants, conditions, or agreements herein contained and on its part to be performed and observed, or if the LESSEE shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case it shall be lawful for the LESSOR or any persons duly authorized by it in that behalf, without any formal notice or demand, to enter into and upon the said leased premises, or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the said LESSEE and those claiming under it, and remove its effects (forcibly, if necessary), without being taken or deemed guilty of any manner of trespass, and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the LESSOR in respect to any antecedent property or any of the covenants by the said LESSEE hereinbefore contained, and that upon entry as aforesaid the said term shall cease and be ended.

12. Until terminated as hereinbefore provided, this lease shall inure to the benefit of and be binding upon the respective heirs and successors of the parties hereto.

13. This agreement is made subject to the terms and conditions of the pertinent mortgage indentures and supplements thereto placed upon said premises by the LESSOR and/or to the terms and conditions of mortgage indentures and amendments thereto on said premises assumed by the LESSOR.

Signed the day and year first above written.

WITNESS:

Robert W. Smithson
.....

MAINE CENTRAL RAILROAD COMPANY

J. H. Fairbank
By.....
Manager-Industrial Development,
Real Estate and Taxation

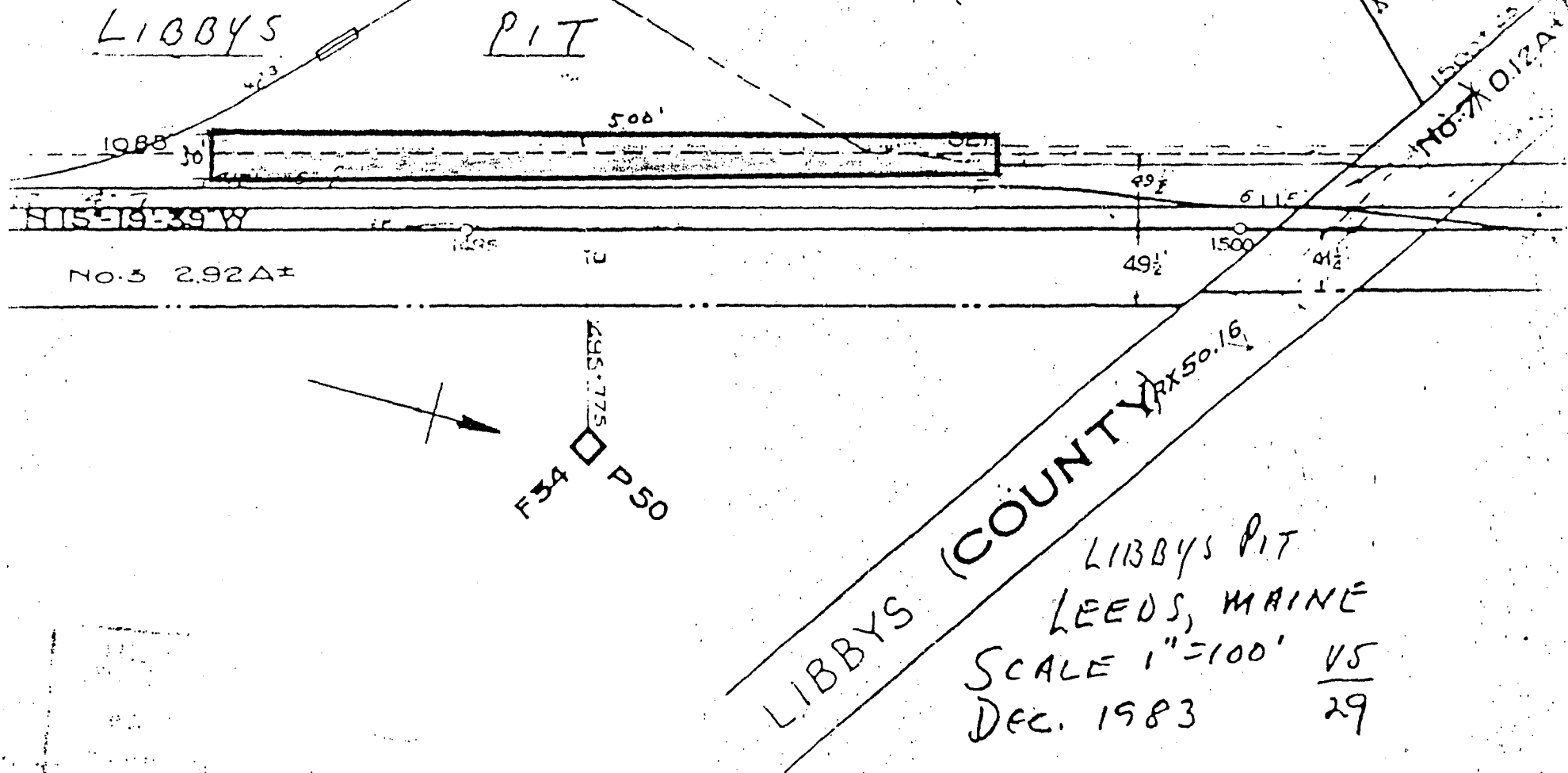
WITNESS:

Roger C. Blackstone
.....

William E. Morgan
.....
William Morgan

Form Approved.....*SHS*.....

Execution Approved.....*SHS*.....



OCTOBER 1, 1984

MAINE CENTRAL RAILROAD
REAL ESTATE DIVISION
ST. JOHN STREET
PORTLAND, MAINE 04101

RE: LEED'S PROPERTY LEASE
LEED'S TRACK LEASE

DEAR SIR:

THIS LETTER IS TO INFORM YOU THAT AS OF OCTOBER 30, 1984 I PLAN
TO TERMINATE MY LEASE OF THE PROPERTY LOCATED IN LEEDS MAINE. ALL
EQUIPMENT WILL BE REMOVED FROM THE PROPERTY BY THAT DATE. IF THERE ARE
ANY QUESTIONS, PLEASE GIVE ME A CALL

SINCERELY YOURS,

William E. Morgan
WILLIAM MORGAN III